

**EXHIBIT VV**

**EXHIBIT VV**

DAVIS  
GRAHAM &  
STUBBS

Laura K. Granier  
775 473 4513  
laura.granier@dgsllaw.com

March 24, 2017

Patrick Gavin  
Executive Director  
State Public Charter School Authority  
1749 N. Stewart Street  
Carson City, Nevada 89706

Members of the Board of the State Public  
Charter School Authority  
1749 N. Stewart Street  
Carson City, Nevada 89706

**Re: Nevada Connections Academy**

Dear State Public Charter School Authority Board Members and Staff:

Nevada Connections Academy ("NCA") submits this correspondence to you, as supported by evidence and information uploaded in Epicenter<sup>1</sup>, to support your decision that NCA has effectively cured the concerns you have identified with respect to the NCA high school four-year cohort graduation rate. You identified the 2015 and 2016 four-year rate as the trigger for the Notices of Closure (the "Notice") issued on September 30, 2016 and January 2017.

Taking the Notice very seriously, NCA reached out to the Authority's counsel, Greg Ott, right away by email on October 5, 2016, asking for the Authority's guidance with respect to what it would consider an acceptable cure. See **Exhibit 1**. NCA followed up again with Mr. Ott on October 6, 2016. When NCA received no response, it again followed up with Mr. Ott on October 24, 2016. Mr. Ott responded on October 25, 2016, that he did not believe the Authority was obligated to "tell the school how the deficiency may be cured." **Exhibit 2**.<sup>2</sup>

Without the benefit of any guidance from the Authority Staff, NCA prepared a proposed cure and submitted it to Mr. Ott on November 14, 2016. Unfortunately, we did not receive any response from Mr. Ott about Staff's feedback on the proposal until November 29, 2016 at which time he stated that Staff did not think it was a cure because it required action by the Authority. On November 30, 2016, we requested a meeting with Authority Staff to obtain guidance and feedback from the Authority Staff on NCA's proposed cure. Mr. Ott advised us that Patrick Gavin would not speak with NCA about the cure during the cure period leading up to the December hearing. **Exhibit 3**.<sup>3</sup>

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<sup>1</sup> NCA request that the Board adopt the Epicenter submissions made on or about December 2, 2016.

<sup>2</sup> Mr. Ott did reference how Beacon Academy cured, by entering into the contract we understand includes a waiver of rights to judicial review but, in addition, we note that the cure for a high school is not applicable to NCA's K-12 school.

<sup>3</sup> We are disappointed by Staff's unwillingness to discuss or collaborate on a possible cure and also believe it is inconsistent with the Charter Agreement with NCA, the covenant of good faith and fair dealing under that agreement, NRS 338A.150 – requiring the Authority "foster a climate in this State in which all charter schools, regardless of sponsor, can flourish", and the Authority's State Performance Framework (requiring timely feedback and maximum transparency). Yet, given the school's strong desire to continue serving its students without interruption and reserving all rights, NCA submits this proposed cure.

Without the benefit of guidance from the Authority Staff, NCA proposed to “cure” the deficiency identified in the Notice of Closure issued in September 2016 in a letter to Authority Staff in December (attached hereto).<sup>4</sup> In the Authority Staff’s prehearing brief submitted prior to the December closure hearing, the Authority Staff criticized that the proposed cure measures were not approved by the NCA governing board. In response, the NCA board reviewed and approved the provisions at its January 2017 board meeting. **Exhibit 10**, Jan. 25, 2017 NCA Board Meeting minutes. Following that NCA board approval, we again requested feedback from Staff who raised additional questions to which the school has been responding. The school continues to attempt to negotiate a contract<sup>5</sup> with Staff and hereby proposes the following cure:

1. NCA’s four-year cohort graduation rate must be calculated consistent with Nevada law, including NRS 385A.260 which prohibits the State from reporting as drop-outs, students who provide proof of successful completion of the high school equivalency assessment selected by the State Board (a “GED”), students who are enrolled in courses approved by the Nevada Department of Education for an adult standard diploma (“Adult Ed”), and students who withdraw from school to attend another school. NAC 389.699(3) further mandates that a “pupil who qualifies for a certificate of attendance must not be counted as a dropout.”

NCA’s 2016 four-year cohort graduation rate as calculated to exclude those students who received a GED or went on to Adult Education is 50.7%, and the percentage will increase once NCA factors in the 48 non-graduates from the 2016 cohort who are enrolled at NCA for a 5<sup>th</sup> year.

2. NRS 388A.330 does not define “graduation rate” for purposes of the potential closure of a high school. Accordingly, it is appropriate to look to Nevada law as we propose above. In addition, the Federal Department of Education’s (“DOE”) definition of “graduation rate” being applied by the Authority is not mandatory for states to use; rather, reporting of that rate to the DOE is required for states to access Title I funding.<sup>6</sup> Therefore, it is not appropriate to apply this “graduation rate” when the Nevada legislature could have, but did not provide for such use under NRS 388A.330.<sup>7</sup> Even if that definition is applied, however, given the Federal regulations promulgated under the Every Student Succeeds Act, students enrolled for 50% of the school year or less would be excluded from NCA’s graduation rate. This adopted federal policy recognizes that a school should not be penalized for students the school had inadequate time to impact relative to their academic progress toward graduation. With that calculation, we estimate NCA’s 2015 graduation rate would be **43.91%** -- **an improvement of 8.28%** from the rate reported by the Authority in the Notice of Closure. NCA believes when combining this increase with the increase from excluding students who Nevada law prescribes from being reported as dropouts, NCA’s graduation rate will be even higher and potential within striking distance of the 60% minimum threshold at issue. This was before NCA has even had an opportunity to implement the

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<sup>4</sup> Although, as you know, NCA believes there are legal concerns with the Notice and how it was issued, NCA continues to seek a mutually agreeable resolution with the Authority.

<sup>5</sup> See **Exhibit 11**, Draft Authority Contract.

<sup>6</sup> See, e.g., Title I, Part A, Section 1005 of the Every Student Succeeds Act (reauthorizing the Elementary and Secondary Education Act of 1965) provides that failure to file a plan including an accountability system makes a state ineligible for Title I funds.

<sup>7</sup> See *Holiday Ret. Corp. v. State, DIR*, 274 P.3d 759, 761 (Nev. 2012) (“It is the prerogative of the Legislature, not [the] Court to change or rewrite a statute.”).

graduation rate improvement plan. The 2016 graduation rate has shown some of the success already seen from the Graduation Rate Improvement plan—according to the Authority’s calculations, the school’s four-year cohort graduation rate has increased by almost 5 percentage points. **Exhibit 9.** Under ESSA’s partial attendance rate calculation, it is clear that the 2016 four-year cohort graduation would even be higher, approximately 47.2%.

This highlights an important point – the United States Department of Education has recognized it is improper to hold a high school accountable for students enrolled in a high school for 50% or less of the current school year. This is compelling evidence for you to consider relative to the issue at hand given that the Nevada Legislature did not mandate closure of a high school based on the 60% graduation rate but instead allowed the Authority the discretion to consider closure, in light of all compelling evidence (such as this).

3. As some of you know, in March 2016 when the Authority Staff included NCA on an agenda for issuance of a Notice of Closure, NCA submitted evidence through documents and witness testimony to explain the basis for the four-year cohort graduation and why it did not accurately reflect NCA’s performance given the credit-deficient and transient students NCA serves. After hearing that evidence, the Authority Board directed NCA to work with Staff to prepare a graduation rate improvement plan. NCA did so and presented that plan at the Authority’s May 2016 hearing where the Authority Board members praised the plan:

Vice Chair **Mackedon**: “. . . **this report is really well done.**” May 20, 2016 Transcript at 196.

**Member McCord**: “I’d really like to congratulate you on that. . . . I congratulate the school for putting this in there. It speaks to the integrity of the data collection, but it does one other thing. **It actually defines the actionable data.**” *Id.* at 199, 203.

**Chair Johnson**: “. . . if you implement this **really stellar plan** that I think we’ve all been impressed by . . .” *Id.* at 212.

NCA believes the “cure” for the four-year cohort graduation rate issue the Authority has identified is implementation of that graduation rate improvement plan, **Exhibit 4**, which this Authority praised in May 2016.<sup>8</sup> This is a new and innovative graduation rate improvement plan prepared at the Authority Board’s direction and with the guidance of Staff and NCA has demonstrated it is working – and the school should be allowed reasonable time to continue implementation. NCA should be given the chance to demonstrate success under the improvement plan prepared at the Authority’s direction and praised by all of the Authority board members in May of this year. Below is an update on the success already seen from the school’s implementation of the graduation rate improvement plan.

With respect to measuring the school’s progress in implementing that plan, NCA is proposing the benchmark of reaching 49% by 2017 and 60+% by 2018, but would welcome further discussion and review of that benchmark or an interim benchmark in light of the new Federal regulations and the consideration of

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<sup>8</sup> Member Mackedon expressed this same view that “It’s their responsibility to put forth the plan, which they did, and to get results on it. And it’s our responsibility to make a decision when the results come out in a year or six months or whenever it is they come out.” May 20, 2016 SPCSA Transcript at 234-235.

Nevada law relative to GED and Adult Ed students. Of course, as you know, if at any time during these years the Authority believed that NCA was not demonstrating adequate improvement or there were another basis for closure, the Authority retains the ability and jurisdiction to again consider closure of the school. Thus, the Authority is not giving anything up by allowing the school time for implementation of the plan for at least another year to demonstrate results. In addition, in the interim, we incorporate the proposal shared with Mr. Ott and Mr. Gavin this week to provide a financial penalty to the school for students who do not accrue credits on track during their time at NCA – showing a true and transparent performance accountability measure for NCA. The details are outlined as follows and could be included in a charter contract between the Authority and the NCA Board:

The School will be required to demonstrate year over year improvement in its graduation rate, as measured by the following targets:

2017 graduation rate - - 49%  
2018 graduation rate - - 60+%

NCA will continue to be funded in accordance with applicable Nevada and federal law. However, in any given year identified above where the school's graduation rate (as measured in accordance with then applicable federal and state law) falls below the target graduation rate set forth above, the school would be subject to a reimbursement penalty calculated as follows:

1. Identifying the student population used to determine penalty
  - Exclude all K-8 students.
  - Exclude all high school students on track to graduate on time (defined as all first-year 9th graders, 10th graders who began the school year with at least 5 credits, 11th graders who began with at least 11 credits, or 12th graders who began with at least 17 credits).
    - Exclude all high school students with 504 plans and IEPs.
    - Exclude all high school students who enrolled part-time (if there are any it is a handful), or who are not enrolled for the full semester (Start Date > 1st day of semester (either first or second semester)).
    - Exclude all high school students who withdraw from NCA and transfer to another high school (or its recognized equivalent) located within Nevada or elsewhere within the United States or abroad.
2. Calculating the penalty based on the remaining students (high school students not on track and without 504s & IEPs)
  - Assume full funding for a full year student is \$7,000 per year, roughly 1/7th supports "administrative costs" (administration, counseling services, etc.) and the remaining can be allocated per course - approximately \$1000 per full credit and \$500 per ½ credit.

- 6 credits (12 ½ credits) is full funding for a full school year, 3 credits (6 ½ credits) is full funding for a ½ school year (e.g., a student who is only enrolled for a full semester, perhaps with a start date 11/1 but who stays through the end of the year).
- Students are evaluated only for those semesters during which they are fully enrolled - students can be full year students or ½ year students.
- Penalty is lost funding per half-credit: 1/14th of the funding earned by a full-time student enrolled for the entire school year or 1/7th of the funding earned by a ½-year student (assumed \$500 in this example) for every 0.5 credit below the target of six during the academic year in question for a full-year student or below the target of three for a ½-year student.

4. Although NCA has a dedicated and highly qualified governing board, given the Authority Staff's repeated references to board reconstitution, in an attempt to respond to those references, as part of the proposed cure, if accepted by the Authority and subject to NCA board approval, NCA will voluntarily reconstitute its board by replacing a board member at least one a year (or potentially as quickly as every 6 months) with complete reconstitution by June 30, 2019. This time period allows for a reasonable transition that will not be disruptive to school operations or governance. Although NRS 388A.223(1)(h) requires the Authority adopt regulations for appointing a new governing body of a charter school when a board is reconstituted under NRS 388A.330, we are not aware of the Authority having adopted such regulations; however, we believe NCA's approach is reasonable under the circumstances if the Authority accepts the school's proposed cure. NCA also would amend its bylaws to achieve this voluntary reconstitution and provide for term limits so that board members will not serve consecutive terms (if this cure is accepted by the Authority and, subject to NCA board approval).

5. Progress to date of implementation of the graduation rate improvement plan:

#### **ACADEMIC INTERVENTIONS**

Thoughtful effort has been given to providing educationally sound opportunities for credit recovery to maximize chances of on-cohort graduation. As part of its pilot program last year, NCA instituted a Tiered system of instructional support and intervention, which grouped students according to credit status and other risk factors. Of the students grouped into Tier I and Tier II (minimal need for intervention and some level of targeted intervention and support, respectively) **nearly 80% of those expected to graduate actually did**. Of the students in Tier III—which is the highest level of intervention and support and was focused on retention and perseverance, approximately 60% of the students remain enrolled, and have a strong chance of graduating this year. NCA is committed to re-evaluating its individualized supports for these students—which we see as being mission-critical given the fact that for the 2016 cohort **49% of our high school students were credit deficient when they enrolled with NCA**. Excluding students who enrolled at NCA at least one semester behind from the cohort, NCA's 2016 graduation rate is 62%. Exhibit 9.

**Grad Point Credit Recovery:** After the initial piloting of Grad Point, NCA has greatly expanded its use. Roughly 500 students are currently enrolled in one or more Grad Point courses. The format of Grad Point supports individualized learning while not sacrificing exposure to key, standards-driven concepts.

This method has proven to be more successful with credit deficient students as seen in the following comparison:

| Time Period  | Completion Rate |
|--|-----------------|
| Fall Semester 2015-Traditional "Foundations Courses" | 42%             |
| Fall Semester 2016-to date-Grad Point Courses        | 64%             |

It should be noted that this rate will likely increase as students retake courses and complete them.

**Summer School:** NCA offers a robust summer school/completion program. During summer of 2016, there was a higher than 75% pass rate on all original credit courses. Additionally, 12 students were able to complete all requirements for graduation.

**Enhanced Synchronous Instruction:** Targeted, skill-specific instruction to support students' progress towards graduation is a fundamental component of the graduation rate improvement plan. Both Math and ELA teachers offer such instruction to supplement that which is already offered.

**Student mentoring:** The mentor pilot, which helped 83% of participants pass all of their courses, is being implemented for two specific sub-groups of students: those still needing to pass one or more HSPE test, and those who are part of the 2017 cohort who are earning a grade of "F" in any core class. After looking at the needs of the students and likelihood of success, it was decided that these two groups had the greatest needs.

**Every Student Succeeds Academy (ES2) and Greater Accountability:** Students who enroll in NCA off-cohort are automatically placed into the ES2 academy and are provided with increased adult interaction, enhanced learning opportunities, and clear guidelines to govern expectations. (see Exhibit 5; see also ES2 Academy Success Coach Guide uploaded to Epicenter).

#### EFFORTS TO LOCATE WITHDRAWN STUDENTS

At the suggestion of Executive Director Gavin in September of 2015, NCA instituted more thorough actions to find students who left NCA – in order to remove them from NCA's cohort. An analysis of the 2016 cohort supports that NCA's high school population is highly transient, and students often enroll at the school for short periods of time. See Exhibit 9. When combined, these factors prove to be challenging when it comes to locating students no longer enrolled at the school.

Of the 279 students without a verified "transfer out" status, it should be noted that many were not enrolled at NCA for even a full academic year. **Students whose enrollment lasted from one day to 8 months numbered 160. It should be noted that new federal guidelines under the Every Student Succeeds Act (ESSA) require states to implement a "partial attendance" requirement (see ESSA 1111(c)(4)(f)) to assign accountability to schools who have had the greatest impact on a student's success or lack thereof in graduating on time. While Nevada has not yet formally adopted such rules, their inclusion in the most recent ESSA advisory group's recommendations is explicit.**

The following table provides some insight into the characteristics of the 2016 cohort:

| Length of Enrollment | Count of Students |
|----------------------|-------------------|
| 1 month or less      | 21                |
| 1-2 months           | 31                |
| 2-3 months           | 32                |
| 3-4 months           | 24                |
| 4-5 months           | 18                |
| 5-6 months           | 18                |
| 6-7 months           | 9                 |
| 7-8 months           | 7                 |

**Additional Action Taken By School:** To investigate students' whereabouts and statuses, the school employed the following:

- Members of the school's administration and administrative support team dedicated additional time to employ non-traditional means (social media for example) to locate students—both in and out of state. This approach involved making multiple phone calls—often to students' family members on a regular basis. At a minimum, 7-8 staff members were spending 2-4 hours per week doing such investigations.
- Door to Door canvassing: Students who were not able to be located had their last known residences visited by school personnel.
- Private Investigator: A private investigator was hired, at the school's expense, and employed both physical and electronic methods to locate the families of withdrawn students.

**Results:** Of the initial group of 279 students, only 35 remain as not having been located and contacted.

**Actions Going Forward:** In addition to the school's standard withdrawal procedures, these enhanced methods will be used (when needed) BEFORE the student's scheduled cohort graduation year to improve the number. In addition, NCA believes the results of this work will increase its previous years' cohort graduation rates and asks that the Authority allow for that and consider it relevant to these proceedings.

### 3<sup>RD</sup> PARTY DATA VALIDATION OF RELEVANT DATA

At the direction of the SPCSA's governing board and staff, NCA entered into a contract with a third party (AdvancED) to conduct analysis of our high school data relevant to taking a "hard look" at the graduation rate and how NCA's enrollment of credit deficient students, for example, impacts that rate. The scope of the work, timeline, deliverables, and cost to the school is detailed in the attached contract. **Exhibit 6.** NCA was actively engaged in conversations with AdvancED staff and is complying with all requests for data. The most recent conversation took place in January and specifically addressed the analysis of both the 2015 and 2016 cohorts. NCA needed to wait until the most accurate and complete cohort information was available from the Nevada Department of Education to ensure accurate analysis. This proved to be a challenging process, as throughout the official cohort validation period, there were multiple updates and changes made to NCA's official numbers. Then, unexpectedly, just weeks ago AdvancED terminated its contract, apparently out of concern that the Authority Staff was upset at them for doing this work the Authority Staff requested that we contract with them to do. Accordingly, NCA has found a new third party validator who is providing the same validation. With respect to the proposed financial penalty, that reporting data also could be reviewed by a mutually agreeable third party validator at the school's expense.

6. NRS 388A.330(1)(e) allows the Authority to consider closure of a **high school** that has a graduation rate for the immediately preceding school year that is less than 60%. As discussed above, we ask that you consider NCA's graduation rate consistent with Nevada law and also in light of the compelling evidence NCA presented at the March 2016 Authority Board meeting (uploaded again to Epicenter for your convenience and access and, incorporated herein by reference) – which demonstrates that NCA is effectively serving its students – with a graduation rate approaching 80% for high school students enrolled for all four years at NCA. The aggregated number of students continuously served by NCA is a number Member Mackedon indicated should be considered relative to NCA's performance. See **Exhibit 7**, Minutes from 2013 Renewal Hearing for NCA at 9. It also is a number that holds NCA accountable for its time and service of these students rather than for other schools' performance with students who are newly enrolled at NCA or enrolled with NCA credit deficient. This "compelling evidence" is what was promised would be considered if the legislature granted the Authority discretion to consider potential closure of a high school on this basis.<sup>9</sup>

The statute does not allow for the closure or board reconstitution of an entire K-12 school based solely on a high school graduation rate. NRS 388A.330(1)(e).<sup>10</sup> This makes sense given that NCA, as an example, was last rated by NDE as having a four-star middle school. Neither the middle nor elementary school are within the performance accountability triggers for potential closure.

The Authority recently did suggest that the school consider bi-furcating its charter to separate out the high school in order to address this issue. If the Authority accepts NCA's proposal to cure as set forth herein, NCA would seek authorization to formally establish an alternative performance framework school under its charter – a "school within a school" in which it would serve all of its students who enroll at NCA credit deficient and those students would have separate codes and be included in that school's graduation rate while NCA's

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<sup>9</sup> Testimony of P. Gavin on Senate Bill 509, **Exhibit 8**.

<sup>10</sup> Where the "language of the statute is plain and unambiguous, and its meaning clear and unmistakable, there is no room for construction." *Erwin v. State of Nevada*, 111 Nev. 1535, 1538-39 (1995).

Director Gavin  
SPCSA Board Members  
March 24, 2017  
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general high school population, all students who enroll in NCA on track, would be included in the NCA high school graduation rate. This properly holds NCA accountable for the students it serves who come to the school "on cohort" but allows the school to continue effectively serving students who come to NCA credit deficient without penalizing NCA for enrolling those students by adversely impacting the NCA high school graduation rate. As noted above, NCA anticipates this would mean the school immediately has a graduation rate approaching 80%.

Finally, if the alternative performance framework school within a school were approved by the Authority as described above, then NCA would apply to the Authority to sever the high school from the K-8 charter as the Authority Staff has requested, in order to resolve the Authority's concern that it cannot, under the statute, close the K-12 school based on the high school graduation rate.

Sincerely,



Laura K. Granier  
Erica K. Nannini  
for  
DAVIS GRAHAM & STUBBS LLP

LKG:js

Encls.: Exhibits 1-11  
Cc: Steve Werlein  
Jafeth Sanchez

# **EXHIBIT 1**

# **EXHIBIT 1**

## Sparks, Jenny

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**From:** Granier, Laura  
**Sent:** Wednesday, October 05, 2016 5:21 PM  
**To:** 'Greg D. Ott'  
**Subject:** SPSCA - NCA

Greg,

I have attached a complaint for declaratory and injunctive relief filed on August 26<sup>th</sup> related to the Board's vote to require the conversion to a contract. Please let me know if you will accept service of process. Once we deal with the service, I would propose we stay any deadlines at least temporarily to see if we can find an alternative resolution.

Second, the notice of closure issued to NCA provides for a cure of the identified deficiency. Given that the sole issue is the Authority's interpretation of graduation rate to be the four-year cohort rate please let me know how the Authority believes this can be cured during the period identified and leading up to December of this year. I understood the "cure" was the Graduation Rate Improvement Plan; however, it appeared more recently the Authority's position may be that something else will be considered to constitute a "cure." Please provide me information to share with NCA on this point.

Thank you,  
Laura

**LAURA K. GRANIER** ▪ Partner

P: 775.473.4513 ▪ F: 775.403.2187 ▪ C: 775.750.9295 ▪ [vcard](#)

Davis Graham & Stubbs LLP  
50 W. Liberty Street, Suite 950 ▪ Reno, NV 89501

# **EXHIBIT 2**

# **EXHIBIT 2**

## Sparks, Jenny

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**From:** Greg D. Ott <GOtt@ag.nv.gov>  
**Sent:** Tuesday, October 25, 2016 11:54 AM  
**To:** Granier, Laura  
**Subject:** RE: SPCSA - NCA

Laura,

The Authority is limited by statute in the amount of time before it must hold a hearing on the deficiencies. This obviously limits the time available for cure as well. The Authority is required to provide a minimum period and the time provided to NCA was well in excess of that minimum required period. I am unaware of any statute or regulation requiring the Authority to tell the school how the deficiency may be cured, if you believe one exists, please let me know and I will review.

As you know the Board will ultimately decide whether any deficiency has been cured. I do not presume to know how the board would react to any particular cure. However, I would note that Beacon Academy recently negotiated and executed a contract agreeing to benchmarks which would be renegotiated upon a school decision to adjust enrollment to enter into the alternative framework. On Friday the SPCSA board approved that contract and dismissed the Notice against that school. I am not telling you that this is something Connections should consider, I am simply apprising you of publicly available information regarding how a similarly situated school chose to deal with its notice and the Board's reaction to it.

If you have a proposal regarding how the school wants to cure the deficiency and would like to know what staff would recommend, please forward me your plan and I can discuss with Patrick.

Thanks, Greg

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**From:** Granier, Laura [<mailto:Laura.Granier@dgsllaw.com>]  
**Sent:** Monday, October 24, 2016 12:17 PM  
**To:** Greg D. Ott  
**Subject:** RE: SPCSA - NCA

Greg,

As you know, the Notice of Revocation is of grave concern to NCA. The Authority has provided a very limited period of time for the school to attempt to cure the alleged deficiency. While the school reserves all rights, it is the school's desire to understand how the Authority believes the identified deficiency can be cured.

Please let me know the Authority's response.

Thank you,  
Laura

**LAURA K. GRANIER** ▪ Partner

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**From:** Granier, Laura  
**Sent:** Thursday, October 06, 2016 9:05 AM  
**To:** 'Greg D. Ott'  
**Subject:** RE: SPSCA - NCA

Greg,

Thank you for letting me know. Would you please provide a response to the other questions raised in my email below?

Thank you,  
Laura

**LAURA K. GRANIER** ▪ Partner

P: 775.473.4513 ▪ F: 775.403.2187 ▪ C: 775.750.9295 ▪ [vcard](#)

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50 W. Liberty Street, Suite 950 ▪ Reno, NV 89501

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**From:** Greg D. Ott [<mailto:GOtt@ag.nv.gov>]  
**Sent:** Thursday, October 06, 2016 8:37 AM  
**To:** Granier, Laura  
**Cc:** Marissa M. Houk  
**Subject:** RE: SPSCA - NCA

Our office policy does not allow us to accept service.

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**From:** Granier, Laura [<mailto:Laura.Granier@dgslaw.com>]  
**Sent:** Wednesday, October 05, 2016 5:21 PM  
**To:** Greg D. Ott  
**Subject:** SPSCA - NCA

Greg,

I have attached a complaint for declaratory and injunctive relief filed on August 26<sup>th</sup> related to the Board's vote to require the conversion to a contract. Please let me know if you will accept service of process. Once we deal with the service, I would propose we stay any deadlines at least temporarily to see if we can find an alternative resolution.

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Thank you,  
Laura

**LAURA K. GRANIER** ▪ Partner

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# **EXHIBIT 3**

# **EXHIBIT 3**

## Sparks, Jenny

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**From:** Greg D. Ott <GOtt@ag.nv.gov>  
**Sent:** Thursday, December 01, 2016 3:33 PM  
**To:** Granier, Laura; Wayne Howle  
**Cc:** Marissa M. Houk  
**Subject:** RE: SPSCA Follow-up

Laura,

The Authority staff is not agreeable to an extension. The September 30, 2016 notice of intent to revoke charter letter provided 60 days for NCA to correct the issues that prompted the Authority to issue a notice of closure. This time period was double the statutory minimum, 30 days, required by Nevada law. NRS 338A.330(2)(b). Further, NCA has not presented any justification warranting an extension or why it waited until the day before the cure period's expiration to request an extension.

Director Gavin will not engage in telephonic communications regarding NCA's cure of the deficiencies described in the notice of intent to revoke. The Authority looks forward to receiving evidence from your client on December 2 regarding steps that the school and its governing board have taken that have corrected the deficiencies contained in the Notice. The Authority looks forward to NCA's presentation of that evidence on December 16. NCA will at that time have a full and fair opportunity to participate in a hearing as set forth in NRS 388A.330.

You inquired regarding the cite for the "two-step process" I described to Judge Russell. The cite is NRS 338A.330(3). Under Nevada law, if a charter school corrects the deficiencies to the satisfaction of the sponsor within the time period, the sponsor shall not reconstitute or revoke. This is step one. This does not allow the Authority to consider any adverse action against the school until a determination of whether the deficiencies have been corrected has been made. Step two is the sponsor's decision of what to do, if the charter school has not corrected the deficiencies.

Thanks, Greg

-----Original Message-----

From: Granier, Laura [<mailto:Laura.Granier@dgslaw.com>]  
Sent: Thursday, December 01, 2016 11:24 AM  
To: Greg D. Ott; Wayne Howle  
Subject: RE: SPSCA Follow-up  
Importance: High

Greg:

NCA is requesting an extension of time for the cure period by one week. Please let me know if the Authority staff is agreeable.

Thank you,

Laura

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From: Granier, Laura  
Sent: Thursday, December 01, 2016 9:45 AM  
To: [gott@ag.nv.gov](mailto:gott@ag.nv.gov); Charles W. Howle ([whowle@ag.nv.gov](mailto:whowle@ag.nv.gov))  
Subject: SPSCA Follow-up

Greg:

You indicated yesterday you would reach out to Patrick re: NCA's request to discuss possible cures with Patrick ahead of the Dec. 2 deadline to cure. Please let me know the status. As Steve and I indicated, we will move whatever is necessary on our schedules to make a time work for this.

Also, you represented to the Judge that the closure hearing is a "two-step process." Would you please provide me the citation or authority that sets out that process? I'd like to be sure we're all on the same page. Similarly, if you believe the school is limited in what it may present at the hearing on 12/16, please provide me the citation for your authority.

Laura

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# **EXHIBIT 4**

# **EXHIBIT 4**



# Graduation Rate Improvement Plan

*Submitted to:*

State Public Charter School Authority

*By:*

Nevada Connections Academy  
Board of Directors<sup>1</sup>

**May 16, 2016**

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<sup>1</sup>The final version of this plan is on the NCA Board's agenda for review and possible approval on May 17, 2016. NCA will update the Authority with respect to the action the NCA Board takes on this version of the plan.

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# 1. Executive Summary

The Board of Directors of Nevada Connections Academy (NCA) has taken steps to improve its cohort graduation rate. Specifically, the Board has put in place a set of policies, programs, and interventions (detailed in this plan) starting in the fall of 2015 to significantly improve the four-year cohort graduation rate for the 2015-16 cohort and beyond. The NCA Board also recognizes that graduation rate is one metric among many metrics that need to be examined in order to determine an accurate picture of school performance (See Appendix A).

The Nevada State Public Charter School Authority (the Authority) shared its concerns about NCA's graduation rate at the March 2016 Authority Board meeting and specifically expressed its desire that NCA would work with Authority Staff to develop a comprehensive plan to raise NCA's four-year cohort graduation rate.

In response to the direction received from the Authority during the March Authority meeting, the NCA Board, school leadership, and Authority Staff have held several meetings to discuss improving the NCA four-year cohort graduation rate while continuing to serve a significant population of credit-deficient high school students and helping all NCA students to academically succeed. For the 2015 graduation cohort (334 students), 143 (42.8%) were two or more credits behind when they enrolled; 56 (16.8%) were more than six credits behind when they enrolled. More information is provided in Appendix B. The plan detailed herein is the result of the collaboration between the NCA team and Authority Staff.

This plan builds on the school performance initiatives previously adopted by the NCA Board for implementation during the 2015-2016 school year. Based on current indicators, the NCA Board believes that the programs put in place during the 2015-16 school year will result in a measurable improvement in the graduation rate of the 2015-16 cohort, and thus will provide a solid base upon which to build the further improvements expected from this plan:

- The projected graduation rate for 2016 reflects a significant increase over the prior year.
- The percentage of anticipated graduates that entered behind in credits is 14.2% of the graduates compared to 10.1% for the 2015 graduates. This is an indication that NCA is doing a better job at helping students that enter credit deficient to graduate on-time for the 2015-16 school year.
- When comparing the 2016 anticipated cohort with the 2015 cohort, the percentage of students who enrolled two or more credits behind and the percentage that enrolled six or more credits behind were significantly higher in 2016. Despite having a slightly more challenging population of students this year, the projected graduation rate shows an increase, an indication that the steps taken to improve the graduation rate are showing results (See Appendix C for more details).

The NCA Board thanks the Authority Board and Staff for its collaboration in developing this plan and for its assistance in helping NCA address the four-year cohort graduation rate issue. The NCA Board believes that this plan demonstrates challenging yet achievable goals for improving the four-year cohort graduation rate.

## 2. 2015-16 School Year Improvements

NCA implemented significant changes during the 2015-16 school year to improve graduation rate. The changes started with a cohort analysis (described in Appendix B) that detailed every student in the 2015-16 four-year cohort with regards to their credit status. As proper academic placement and tracking within a robust, credit earning and recovery program is the foundation for success, credit deficient students were assigned programs, support, and interventions, depending on their credit status (on-track, two or fewer credits deficient, two to six credits deficient, etc), tailored to their individual needs to help them earn a high school diploma. The level of support and type of intervention is based on student need and changes as the student progresses through the program.

We have begun to see success in these improvements and implementations; for example, of all Credit Recovery courses attempted, approximately 80% were passed. Additionally, we anticipate that the 2016 four-year cohort graduation rate calculated under No Child Left Behind (NCLB) that will result from these efforts will increase at least 10% over the 2015 performance (details are included in Appendix C). The following section details the full scope of the supports and interventions implemented during the 2015-16 school year.

### 2.1 Internal & External Data Validation

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#### *Internal Data Validation Efforts*

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One of the benefits that NCA provides its students is a highly individualized approach to learning through targeted instruction, counseling, and the implementation and monitoring of individualized graduation plans. Each student in the 2015-16 graduation cohort has been individually reviewed and placed into one of three groups. Group 1 students are on track for graduation and based on performance and previous course completion and are anticipated to be counted as graduates in the 2016 cohort. Group 2 students are two to six semester-length courses behind and through remedial coursework can still potentially graduate on-time. Many of these students were credit deficient at the time of their enrollment in NCA, and through NCA's credit recovery program, they have caught up. Group 3 students are severely off cohort and are not likely to graduate on-time because they are more than six semester courses behind. Similar to Group 2 students, many of these students were credit deficient at the time of their enrollment in NCA. Students included in this group are unlikely to graduate as part of the 2016 cohort as it is not possible to graduate them and ensure that academic standards are being met. However, we are confident that with the right programming, support, and monitoring, they will graduate with a high school diploma in future years. Serving these students is an important part of NCA's mission. Because of the initiatives NCA has already implemented, progress is being made with this severely credit deficient population. One of NCA's strengths is its unique position to provide highly targeted and supportive programs which are data based and involve the participation of many school staff. Effectively harnessing that strength for the betterment of all students that NCA serves is a key focus of this plan. Appendix C provides a more detailed analysis and progress.

An important data point and influencing factor on the NCA cohort graduation rate is the high transiency of the NCA high school student population. According to the Nevada Department of Education, the transiency rate based on the 2014-2015 state report cards for NCA is 43.3% vs. the State's 26.5% and Clark County's 28.8% (see Appendix D for more details). NCA's transiency rate is significantly higher than the state and Clark County for a number of reasons. In general, virtual schools have a high transiency rate due to the various factors compelling a student to enroll in a virtual school. Many students chose NCA to solve a problem for a particular period of time such as bullying, medical issues, family situation, pregnancy, or other crisis situation or they join NCA as a "last resort" before dropping out of school. **Over 69% of the anticipated non-graduates for 2016 have been enrolled less than one year – meaning NCA has had very little time to influence their on-time graduation status and that their credit deficiencies do not reflect NCA's performance but the performance of their prior school(s).**

The Authority staff has identified as an objective for NCA to increase its efforts to identify these students and where they go after leaving NCA. As a result, the school has intensified its efforts to locate and confirm the whereabouts and programming of students who withdraw from NCA, even after being enrolled for only a short amount of time. These efforts are led by the school's reporting coordinator and use the state's reporting system, our internal Education Management System (EMS), and other sources of information as needed. A detailed, multi-step process for confirming student enrollment status and locating withdrawn students begins well before the official "validation" period in September. When needed, the school will use the services of carefully selected, experienced third party services to assist in locating students who have withdrawn and could adversely affect the cohort rate.

Ongoing communication is essential to the internal validation efforts and ultimate improvement of the NCA four-year cohort graduation rate. This includes regular tracking and research and increased internal communication about the status of each potential cohort member and his/her status upon exit and entry. Given the transiency rate of our population (referenced previously) this is particularly important. This communication also ensures that currently and newly enrolled students are not only progressing but are receiving pro-active instructional, counseling, and administrative support. We anticipate that additional tracking and data focused on these students during the 2015-16 school year will make a measureable difference in the four-year cohort graduation rate for the 2016 cohort. What is even more encouraging is that these increased data efforts are now occurring immediately after a student withdraws and will have long term impact on the graduation cohorts in future years.

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### ***External Data Validation Efforts***

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Based upon a recommendation by the Authority Executive Director, the NCA Board approved the identification and selection of an external evaluator at its April 2016 Board meeting. NCA seeks to engage an external evaluator by June 2016 to review both the 2015 graduation cohort and the 2016 graduation cohort. This organization (or individual) will look at not only data sources readily available through the Nevada Department of Education, but will also look at internal data to determine if it supports the conclusions regarding student body characteristics and progress that have been previously presented by the school. This resource will also be asked to address whether the graduation rate has been correctly attributed to NCA by the Nevada Department of Education, consistent with NEV. REV. STAT. ANN. § 385.347 (2016) which requires that the Authority prepare an annual report of accountability for each of the charter schools it sponsors and include information prescribed by regulation of the Nevada Department of Education including the graduation and drop out rate of pupils enrolled. NRS 385.347 mandates the dropout rate exclude pupils who provide proof of successful completion of the high school equivalency assessment, are enrolled in courses approved by the NDE as meeting the

requirements for an adult standard diploma, or withdraw from school to attend another school.<sup>2</sup> This review may identify students who were in the 2015 or perhaps in the 2016 cohort who were incorrectly categorized as dropouts in the 4-year cohort graduation rate being considered by the Authority.

The NCA Board and school leadership team anticipate many benefits of this external evaluation including verification of data, analysis of graduate and non-graduate trends, and recommendations for improvement. The specifics of selecting the third party, their timeline and deliverables, and the scope of their work are being discussed by and will be mutually agreed upon by NCA and the Authority. We are currently in the process of discussing the project's scope and deliverables with a reputable, national organization.

## 2.2 Credit Retrieval Courses for Credit Deficient Students

In an effort to bring credit deficient students to “on-track” status, NCA initiated a 2015-16 pilot using GradPoint™, a leading high quality credit recovery program used by more than 1,000 school districts in 45 states. In the pilot, the NCA Board purchased 100 licenses. In addition to increasing graduation rate for the 2016 cohort, this effort will provide high school students in other cohorts the opportunity to earn missing credits. During this school year, 150 students have benefitted from participating in credit recovery courses.

Currently, there is an 80% pass rate in the GradPoint Pilot program. This translates to over 200 semester credits being earned by students.

GradPoint offers a diagnostic-prescriptive virtual learning solution. The student-centered philosophy behind GradPoint's courses includes the necessary support features to facilitate and guide customized credit recovery:

- Prescriptive-diagnostic assessment and instructional sequencing tools that tailor and deliver personalized learning for every student.
- Engaging content and interactive, collaborative learning elements to re-engage at-risk students.
- Instruction, activities, and assessments that address diverse learning modalities and enable students to demonstrate content mastery in a variety of ways.
- Robust progress monitoring tools.

GradPoint's prescriptive courses provide a personalized pathway through the course based on needs, saving valuable learning time and increasing student motivation. Students take a pre-test and a post-test with every module. Based on their results, they are assigned lessons in areas in which they did not demonstrate mastery and are exempted from other lessons they have already mastered.

NCA is pleased with these results and looks forward to an even greater number of credits being earned before the end of the school year. NCA plans to increase its usage of credit recovery programs during the summer of 2016 and extend it into the 2016-17 school year and beyond.

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<sup>2</sup> Also, NEV. ADMIN. CODE § 389.699(3) (2015) states, “A pupil who qualifies for a certificate of attendance must not be counted as a dropout.” A certificate of attendance is issued to a student who is over 17 and has completed the required credits to graduate, but has not passed the required proficiency exams.

## 2.3 Summer School

The four-year cohort graduation rate calculation includes students who complete their high school during the summer of their graduation year. Summer school provides an opportunity for many students to “catch up” and be on track for graduation. In addition, research has shown that by enrolling in academic courses in the summer months, “summer slide” is reduced and can help students achieve academically. Students in NCA’s summer school program will be closely monitored by certified teachers and counselors who will provide targeted, supplemental instruction and maintain regular contact to keep them focused on their goal of graduation. Teachers will work to ensure that students complete pre- and post-tests, progress at a pace that enables successful course completion, and participate in daily instructional and intervention activities. Summer school staff are chosen based on their familiarity with effective instructional and motivational strategies. They are focused on student success and already have relationships with many of the students, a foundation on which to build academic success. When students know that there is an adult that cares about their success, then they are more motivated to be successful.<sup>3</sup>

The NCA Board is committed to a successful summer school program and efforts were underway earlier this year to leverage the GradPoint and Connections program during the summer months. The NCA Board has dedicated \$68,000 to implementing a summer school program for the summer of 2016 for coursework. In addition, the NCA Board has dedicated staff to support this initiative including supervision and instruction by certified teachers, administrators, and counselors.

Every student in the 2015-16 cohort who does not graduate in June will be encouraged and provided support to continue their school year into the summer, whether it is realistic for them to graduate by the end of summer or not. Summer school plans were underway earlier this year, finalized and approved by the NCA Board on April 12, 2016. It is anticipated that 150 students will be enrolled in the summer of 2016. The number of anticipated enrollments includes students from Group 2, Group 3, and future cohorts who will benefit from a summer program to put them back on track to graduate with their cohort. Students who are credit deficient will take GradPoint courses. Students in Group 2, as described in Section 2.1 of this plan, who complete their summer courses will most likely graduate with their cohort.

It is important to note that not only are we taking care of the current cohort, we are looking into the future and having future cohorts take classes as well to stay on cohort or “catch up” if they’re currently off-track. Summer courses will be offered to students who are behind in their freshman, sophomore, or junior years. This will significantly help accelerate those students in ensuring their on-track graduation plans.

Based upon an analysis of the 2015 non-graduates, we anticipate that the courses most likely to be taken by students for the summer of 2016 will be English, U.S. Government, and Math (specifically Geometry). These three areas were the biggest barriers to graduation and are listed in rank order.

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<sup>3</sup> Hattie, J. (2009). *Visible Learning: A Synthesis of over 800 Meta-Analyses Relating to Achievement*. Routledge: New York, p. 72.

## 2.4 Earlier and Increased Intervention

NCA has implemented a systematic Response to Intervention (RTI) program to ensure all students are receiving timely and effective instructional support and that their performance is being actively monitored. As noted by RTI Action Network: A Program of the National Center for Learning Disabilities, RTI is the practice of providing quality instruction and intervention and using student learning in response to that instruction to make instructional and important educational decisions (Batsche et al., 2005)<sup>4</sup>. Research and reviews of the effectiveness of RTI found that it is an effective practice for both systemic (e.g., reductions in special education referrals) and student (e.g., increased reading scores) outcomes<sup>5</sup>.

At NCA, students who struggle with the core Math and English Language Arts curriculum are assigned appropriate instructional interventions targeted to their greatest area of need. Efforts were increased during the 2015-16 school year and are tracked on a weekly basis to ensure adequate support and monitoring is taking place. Many students require behavioral interventions to help motivate them to engage in their coursework. Part of the intervention process involves careful examination of a student's academic and behavioral record and identifying potential factors inhibiting their academic progress and perhaps influencing their decision to exit their last school. A slightly credit deficient student (or one who is on cohort) who shows weakness in math with no other risk factors will not begin with the same behavioral treatment plan that a severely credit deficient student with multiple academic or social/emotional risk factors will.

NCA has a variety of instructional resources to address academic intervention needs and uses synchronous sessions (both individual and small group) to address behavioral, social-emotional, and motivational concerns. Resources are easily accessible to students and individual plans based on student needs are created and monitored. Grade level Professional Learning Communities of teachers meet weekly and electronically communicate about student progress on a daily basis. The Student Support Team is also included when escalation is needed. Currently, approximately 70 high school students are receiving interventions in English Language Arts and 120 are receiving interventions in Math. These students require additional support and resources (described in the following sections) to ensure that they are successful in their online courses and are on-track for graduation. It is important to note that this is a fluid process as students receive interventions at the various tiers and may fluctuate between these interventions and in the regular program, depending upon their academic performance and individual student learning need.

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### ***Response to Intervention (RTI)***

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With this multi-tiered approach to curriculum and instruction, which ensures individual students receive the support they need, data is used throughout the school year to implement, for all students, a Response to Intervention (RTI) model. Students who may not be successful in the standard program, Tier I, receive additional support via the supplemental and alternative programs in Tier II and Tier III as detailed in the following pages.

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<sup>4</sup> Batsche, G., Elliott, J., Graden, J. L., Grimes, J., Kovaleski, J. F., Prasse, D., et al. (2005). *Response to intervention policy considerations and implementation*. Reston, VA: National Association of State Directors of Special Education.

<sup>5</sup> Burns, M. K., Appleton, J. J., & Stehouwer, J. D. (2005). Meta-analysis of response-to-intervention research: Examining field-based and research-implemented models. *Journal of Psychoeducational Assessment*, 23, 381–394.

Students' responses to interventions are monitored, and adjustments to the type and intensity of support are made as needed. RTI efforts were increased during the 2015-16 school year to more quickly identify students who are struggling. The school began to utilize weekly PLC and Student Support Team meetings to look at student performance and behavioral data, and make programming decisions to support students who are struggling academically or are otherwise challenged. The individualized nature of NCA's program lends itself well to RTI. Through real time progress indicators, additional supports and interventions ranging from supplemental programming to targeted, synchronous instruction and even targeted counseling are assigned and monitored. Regular discussion of student progress is held between content area and specialized instructional staff, advisors, counselors, and administration. Modifications to programs are made and can be implemented quickly.

For example, NCA uses the Assessment Objective Performance Reports (AOPR), which helps teachers easily identify essential skills and standards by subject/grade level; identify how and where these essential skills and standards are assessed within the program; access and analyze real-time data to determine mastery/proficiency; incorporate data-driven decisions throughout instruction; maximize use of the instructional support programs, resources, and data; identify the need for tiered interventions for non-mastered/proficient skills and standards; and identify students' responses to the implemented interventions.

This process is further facilitated by other data from Connexus to help identify students' instructional needs that may require intervention. A teacher's Home Page shows an icon for each student indicating that interventions are needed and have been identified and provided. The teacher can use his or her professional judgment to override these indicators and log the decision and rationale within Connexus. Also, NCA has a Student Support Team (SST) and an on-going process of identifying student intervention needs; assigning those interventions; tracking their success; and escalating, if necessary, from Tier I to Tier II to ultimately Tier III (alternative placement, most of which involves the development of an IEP). Tier III interventions are provided concurrently with a special education evaluation. Data is collected as a part of the RTI process. NCA believes that the intensive focus on these Tier interventions for the 2015-16 school year will increase the graduation rate by providing students the one-on-one support that they need to be successful.

## Tier I

Tier I is the first level of a multi-tiered approach to a system of instructional and behavioral supports. Tier I includes Connections' research-based core reading and math curriculum aligned with the Nevada Academic Content Standards. In addition to core coursework, the core curriculum includes teachers' use of differentiated instruction that meets the needs of all students throughout the school year. Differentiation involves thoughtful planning for the following: instructional design used to deliver content to students; lesson content used to support and extend concepts and skills; instructional practice used to provide targeted instruction and actively engage students; assessment used to evaluate student learning; and instructional activities to meet the needs of individual and small groups of students. When Tier I differentiation strategies fail to produce adequate progress, Tier II intervention is considered.

## Tier II

Areas where more students struggle and require Tier II support typically include reading fluency, reading comprehension, math fluency, math computation and reasoning, and behavior. Decisions to place students into Tier II are based on formal and informal assessment data, academic progress, and behavioral observations (attendance at live lessons, work completion, etc.) The scope of Tier II interventions has been increased during the 2015-2016 school year to include a greater focus on targeted, synchronous instruction, and providing additional support to students whose behavioral concerns are impeding academic progress. Tier II increases the frequency of the interventions. NCA has implemented a Tier II instructional support program for these students and provides support two to three times a week for 20–30 minutes per session at a minimum. Tier II intervention is explicit, systematic, and targeted to the greatest area of student learning and behavioral needs. Supplemental programs provide teachers with reports for progress monitoring that can be uploaded to Connexus to ensure all student performance data is in one place.

## Tier III

NCA has implemented a Tier III intervention where students receive targeted instruction for 20–30 minutes four to five days a week in order to focus more intensively on skill deficits and areas of concern. Tier III includes the most intensive and frequent level of instructional support and is the next step in the multitiered approach for students who have not been successful in the previous interventions. Tier III interventions use direct instruction through the use of LiveLesson sessions and implements other instructional strategies and research-based programs that are explicit, systematic, and targeted to specific student learning needs. Much like the decision to place a student into Tier II, academic progress, assessment data, and behavioral observations which indicate a greater need for intervention guide the placement into Tier III. This is the most intensive level of intervention.

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## ***Mentoring Program***

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NCA also piloted a mentoring program in the 2015-16 school year based on John Hattie's analysis of the impact of student-teacher relationships on student performance. As Hattie identified in *Visible Learning: A Synthesis of over 800 Meta-Analyses Relating to Achievement*, there is a strong correlation between teacher-student relationships and student learning<sup>6</sup>. As a pilot effort, NCA students who had two or more failing grades were assigned 1:1 adult mentors, drawn from NCA faculty and staff. Of those in the pilot, 75% are now passing all of their courses. While the development of a relationship with a caring adult is not the only factor contributing to these students' success, NCA is pleased with the results and will be expanding it to include students with the most profound academic and social emotional needs.

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<sup>6</sup> Hattie, J. (2009). *Visible Learning: A Synthesis of over 800 Meta-Analyses Relating to Achievement*. Routledge: New York, p. 72.

## 2.5 2015-16 Curricular, Education Management System, and Actionable Feedback Revisions

The 2015-16 school year saw significant revisions in the Connections curriculum and in Connexus®, the school’s Education Management System (EMS), to address student tracking, feedback, and curricular needs for credit deficient students.

- Tracking Credit Accumulation:** Connections recognizes the importance of early identification of credit deficient students. There are fields in Connexus that help NCA staff to identify, track, and intervene with students behind in high school credits. In addition, a new field was added for the 2015-16 school year to the Credits and Final Grade Report Data View (example provided in Figure 1) to assist schools in identifying credit deficient students during the enrollment process. As a result, this data is now readily available to NCA counselors as they assign students their courses in Connexus, and also enables counselors to quickly identify credit deficient students so teachers can quickly design interventions. Interventions may include credit recovery courses, block scheduling of classes, additional support by teachers, and/or summer school planning.

Figure 1. Credits and Final Grade Report Data View

- Math Focus:** Math can be a significant barrier for credit deficient students. In the 2015-16 school year, Connections released significant changes in the area of math. All Kindergarten through Algebra 2 math courses were enhanced for 2015–16 to reflect the targeted learning sciences principles of practice, feedback, and student engagement, as well as the analysis of Connections math performance improvement research and data analytics.

These enhancements included the following:

- Reflections engage students in assessing their comfort level with specific skills, rating their math confidence, and reflecting on their math practices and study skills.
- Updated project based portfolio assessments are aligned to math practices and provide hands-on learning opportunities that include flexibility and choice, real-world challenges, collaboration, and application of knowledge in authentic ways.
- Enhanced practice includes instructional support, refined assignments that target skills needing additional support for mastery, and encourage metacognitive questioning and engagement with next generation assessment type activities.

- **Actionable Feedback:** Teacher feedback is one of the most powerful influences on student learning and achievement (Hattie and Timperley, 2007).<sup>7</sup> However, as noted by Hattie and Timperley, the type of feedback and the way it is given can be differentially effective. Guided by these research findings, during the 2015-16 school year, NCA teachers increased their efforts to provide high quality, timely, and actionable feedback. The new process ensures that teachers provide this feedback and that students and Learning Coaches are aware of the feedback. At the start of the school year, students and Learning Coaches began receiving automatic WebMail notifications that feedback was provided by the teacher, indicating the specific assignments and assessments that contain the feedback. Through a technology-powered feedback loop in Connexus, students receive consistent, timely, tangible, and actionable feedback to guide and impact their learning. In a Connections Education survey conducted in March 2016 of student and Learning Coach response to the new feedback notification system, results indicated the following:
  - **98% indicated that they have received feedback notification messages**
  - **97% indicated that they found feedback notification helpful in keeping them informed about their student’s learning (82% very helpful; 15% somewhat helpful)**
  - **92% indicated that the feedback notification was helpful in keeping their student informed about their learning.**

It is expected that both the math enhancements and the actionable feedback will improve student engagement in their courses and increase the percentage of courses that students complete successfully resulting in increased credits earned and a reduction in the number of credit deficient students, as well as the severity of students’ deficiencies. In the first semester, the improvements are believed to have contributed to the 3% point improvement in successful high school Math course completion rates across Connections-supported schools.

Continued research and formative and summative data analysis will occur at the conclusion of the 2015-2016 school year and into the 2016-2017 school year to confirm these assertions and inform instructional and operational practices at NCA. We do anticipate that these curricular and technological revisions implemented in 2015-16 will make a positive difference in the second semester course completion rates and in NCA’s graduation rate.

## 2.6 2015-16 Professional Development

NCA has also focused its professional development efforts in 2015-16 on engaging faculty in discussions directly related to the learning science principles and ensuring student success. Our efforts include training on student engagement and mindset as part of a targeted focus on school culture and student perceptions related to learning. A learning environment that promotes student engagement is characterized by connectedness between students, their teachers, and the school community, as well as a growth mindset, personalization, relevance, and the provision of a physically and psychologically safe environment.

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<sup>7</sup> Hattie and Timperley, (2007). **The Power of Feedback:** Review of Educational Research. March: 77: 81-112

The professional development for 2015-16 focuses on student engagement. An engaged student is invested in his or her learning and—as a result—has a growth mindset, perseverance, and relations that support academic success. It's about seeing things in a new way. When people change to a growth mindset, they change from a judge-and-be-judged framework to a learn-and-help-learn framework. Their commitment is to grow, and growth takes time, effort, and mutual support. Focusing professional development efforts on student engagement, mindset, and culture will make a difference for credit deficient students who have had many years of failure in their previous educational environment.

Teacher professional development is critically important in ensuring that the staff is optimally effective at teaching in a virtual environment and addressing the Nevada Academic Content Standards in their daily instructional practice. Each teacher maintains an ePortfolio in Connexus that includes the dates they attended professional learning sessions and their reflection on the session. Professional Learning sessions delivered by the Connections Professional Development Team include a post-session activity that teachers complete and upload to their ePortfolio. This application activity requires teachers to describe how they will apply the information learned during the session to their work with students and to improve their instructional practices. The NCA school leadership team can access a teacher's ePortfolio, review what was submitted as evidence of their learning, and provide teachers with feedback. The review of teacher artifacts and reflective comments have shown an increase in understanding of key concepts such as "knowing your students". This is supported by observed teacher instructional activities within synchronous instructional sessions and a focus on off-track students.

The *Core Standards for Facilitating Student Learning* are:

- Provide high quality instruction resulting in student learning,
- Personalize student programs,
- Monitor student performance and provide timely feedback and intervention,
- Monitor student participation,
- Communicate frequently,
- Document and review all interactions, and
- Collaborate and develop professionally.

NCA works with the Connections Professional Development team to coordinate, plan, deliver, and continuously support Professional Learning Community activities and other professional learning initiatives through a systematic and comprehensive multi-year professional development plan that is focused on NCA's needs.

Figure 2 lists the professional development programs and initiatives that NCA targeted during the 2015-16 school year that were directly aligned with its goals of increasing student success and graduation rate.

**Figure 2. Professional Development Topics in 2015-16**

| Topic  |
|--|
| <ul style="list-style-type: none"> <li>• Students in Distress</li> <li>• Serving Special Education Students Online</li> <li>• Monitoring students with attendance, participation, and contacts</li> <li>• Response to Intervention: Using Intervention Indicators to review, identify, and implement interventions</li> <li>• Assessment Objective Performance Report (AOPR) – real-time data showing student mastery of essential skills and standards</li> <li>• Differentiating learning using resources from the Instructional Support database and Shared Content</li> <li>• Analyzing and making instructional decisions for personalizing instruction</li> <li>• Planning targeted instruction for groups of students</li> <li>• Assessing mastery and providing opportunities for practice</li> <li>• Motivating students to participate</li> <li>• Encouraging Learning Coach training and participation</li> <li>• Reviewing best practices for intervening with students in Approaching Alarm or Alarm status</li> <li>• Helping Students Develop Grit and Take Ownership of Their Learning</li> <li>• Practice &gt; Mastery &gt; Transfer – What Does It Mean?</li> <li>• Feedback vs. Feedforward Roundtable</li> </ul> |

## 2.7 2015-16 Learning Coach Support

In addition to this increased focus on student engagement, NCA has recognized the need to provide increased support to Learning Coaches and to help increase their engagement and connectedness with other Learning Coaches.

New resources were provided in the 2015-16 school year to assist Learning Coaches in ensuring student success. As part of a commitment to the entire family and subsequent research, a three-part family support program was created to make the learning experience more engaging and rewarding for students, parents, and Learning Coaches. These Learning Coach Live Lesson sessions are announced in the Learning Coach Link, on Learning Coach Central, in the Monthly Newsletter, and on the Learning Coach Home Pages. The three-part family support program is described in the below sections: Get Started!, Get Coaching!, and Get Connected!

Additionally, NCA uses Facebook social media channels to connect with enrolled and interested families. Facebook is used to support a positive school community and may serve as an alternate, casual, method of communication. There are currently 2,264 people following the NCA Facebook page. The page sees interaction such as: 9 average fan likes per post, 11 average fan actions per post, and 769,962 potential friend impressions. Parents can also join the school’s closed Facebook groups, in Northern and Southern Nevada, to reach out to other families. As of April 2016, more than 200 Nevada families were counted as members.

Club ORANGE is a social club for parents of enrolled students and it provides another online “space” where families can connect. This is not a formal method of communication, but rather an opt-in group for parents to meet their peers and interact. Current membership in the Nevada Club ORANGE community is 172 families (up from 28 families when the club was first established in 2011).

### ***Get Started!***

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Our **Get Started!** program offers both assistance and reassurance by providing extensive information about online education. The program helps families prepare for a successful school year through the Prepare for Success website, teacher welcome calls, orientation courses for Learning Coaches, in-person orientation gatherings, and Learning Coach Success Series, a series of live webinar-style sessions that start before the beginning of each school year, and are led by currently-enrolled parents who help families prepare for their first days of school. In addition to open Q&A sessions each week, five different topics are addressed: Virtual School Basics, Roles and What to Expect, Schedules and Routines, Getting Acquainted with Connexus, and Tips and Tricks for Success. The website is provided at: <http://www.connectionsacademy.com/learn-more/events/online-orientation>

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### ***Get Coaching!***

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The **Get Coaching!** program is dedicated to helping Learning Coaches understand their role, providing them with easy access to resources, and ensuring that they are equipped with the tools and strategies needed to motivate and assist their students. Also, Connections provides additional training and support for parents.

Learning Coaches will complete an online orientation designed to familiarize them with the important role they play in supporting their student as a learner. We also support Learning Coaches through:

- **Learning Coach Central** – A convenient one-stop-shop site with access to social networking opportunities, information, and multiple resources to assist Learning Coaches in their role and providing instructional support to their student.
- **Learning Coach Link** – An online monthly communication sent to Learning Coaches with articles on instructional best practices and topics relevant to their families, Connexus updates, tips and strategies supporting students, announcements and reminders. NCA reaches out to Learning Coaches through increased social media, increased communication via message boards, and student outreach activities at school events to share this information.
- **National Learning Coach Resource Sessions** – These online, LiveLesson sessions are designed to assist Learning Coaches with an understanding of their role and responsibilities, and provide strategies for working with and supporting their student. All Learning Coach sessions are recorded and available in the Virtual Library for Learning Coaches to view if they are not able to attend the session live. They are announced on LC Link, LC Central, and LC Home Pages. Topics of specific interest are also shared via direct communication to families from counselors and advisors.

A wide range of topics are offered. Examples of sessions that support Learning Coaches of high school students include:

- College Applications and Your Student: What to Expect and How to Help!
- Understanding Financial Aid and the Importance of Completing the FAFSA
- How You Can Help Your Student Become College and Career Ready!
- Embracing Struggle through a Growth Mindset
- The Adolescent Brain
- Nurturing Student Motivation

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### ***Get Connected!***

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The **Get Connected!** program was developed to assist students and parents who are interested in finding opportunities to connect with other school families. In addition to in-person field trips and online clubs and activities, this program offers socialization tips for online school families, increased opportunities for students to interact online with classmates and teachers, and in some areas, private Facebook groups where parents and Learning Coaches can “meet” to arrange study groups and other informal gatherings.

## **3. 2016-17 School Improvement Plan**

The plan for the 2016-17 school year will be based upon the changes implemented during the 2015-16 school year with increased efforts on the areas of improved graduation rate and academic success, and the results of these efforts. In addition, the following additional improvements will be implemented.

### **3.1 Internal & External Data Validation**

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#### ***Internal Data Validation Efforts***

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The school registrar, reporting coordinator, and administrative assistants will maintain accurate and complete records in Connexus and physical files of withdrawn high school students concerning information on their next school of attendance or other educational decision. The school has already taken a more pro-active approach to identifying challenging placements and will continue to dedicate the resources to doing so. NCA is taking an additional step to locate students who withdraw (formally or informally) and, therefore, can potentially negatively impact the school’s current and future four-year cohort rate. At the Authority Executive Director’s suggestion, the school will consider working with an independent, external contractor to attempt to confirm the subsequent educational settings in which students enrolled after withdrawing from NCA. Currently, there are over 200 students who have withdrawn from NCA sometime in the past four years that are not confirmed to have transferred to another public school, private school, or home school. We will actively target this group and focus efforts on locating their current school.

The school will also increase its scrutiny of students enrolled in the school who are truant and those who withdraw or stop attending without providing required evidence that they have withdrawn to another program. Specifically, Nevada provides schools with an avenue to penalize students for habitual truancy—either in the form of written citation issued to the habitually truant student, or suspension of the habitually truant student’s driver’s license. This administrative sanction is pursuant to NEV. REV. STAT. ANN. § 392.148 (2016). This has not been used in the past but plans are in place for the 2016-17 school year. Parents will be clearly notified upon enrollment that this will be pursued if students are habitually truant. This is a mechanism for keeping students engaged and for providing proper incentive to students not remaining engaged to promptly share with the school to what high school program they are transferring. This would minimize “lost” students being counted as dropouts; given the proper information, they could be counted as transfers out, therefore raising NCA’s graduation rate.

As referenced, the school will also carefully review all records to ensure, for example, that any student who qualified for a certificate of attendance or who transferred to an adult education program was not incorrectly coded as a dropout (pursuant to NEV. ADMIN. CODE § 389.699(3) (2015) – and to ensure the same for transfers out-of-state, to private schools, to homeschooling, etc. Data is provided in Appendix B.

Notification will be provided to families and parents when they enroll that this process will be followed – it will be on everyone’s home pages – so that they are fully informed on the consequences of not filling out the withdrawal form.

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### ***External Data Validation Efforts***

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NCA will conduct an external validation study for the Class of 2017 as it did for the Class of 2015 and the Class of 2016 if the Authority finds it necessary. If it does, NCA will pursue the same process for identifying and working with a third party.

## **3.2 Freshman Focus/Senior Success**

The use of a freshman specific initiative was piloted in other schools supported by Connections during the 2015-16 school year and resulted in a positive difference in 9<sup>th</sup> grade promotion rates between schools. As a result, Connections is building a universal course entitled Freshman Focus for the 2016-17 school year which will be implemented at NCA. The new freshman focus course will orient students to resources available to them, introduce strategies for success in high school course-level work, emphasize the importance of academic integrity and producing authentic work, and build college and career readiness.

Based on the initial positive results of the Freshman Focus Course, a course that addresses needs specific to seniors, Senior Success, will also be offered as a formal part of the program beginning in 2016-17. The NCA Board and school leadership team are very excited about the Freshman Focus course, and the upcoming Senior Success course, and anticipate that both of these approaches will help many students achieve success and graduate on-time.

## **3.3 Every Student Succeeds Academy Program and Plan**

In order to increase the school’s efforts to support off-cohort students, NCA is implementing an academy approach to address the needs of its off-cohort students. Highlights of this mandatory program, to be called the Every Student Succeeds Academy, include:

“Success” seminars for off-cohort students offered synchronously to highlight successful practices, habits, and to help students acclimate to the online environment. Additionally, participation in these sessions upon enrollment will set the foundation to encourage accountability and participation in other required instructional sessions.

- Regularly required attendance at virtual or face-to-face synchronous instructional sessions. The frequency, format, and content will be tailored to student needs and tied to academic outcomes. By requiring attendance, we are still providing the flexibility that a fully virtual model provides while still adding a level of accountability.
- Dedicated instructional, administrative, counseling and advisory staff. Staff that are involved in this program will be selected based on their prior success in engaging with this population and will focus all of their efforts on increasing these students' success under the watch of school administration.
- Lower staff/student ratios. This will further establish accountability, provide support, and ensure that students are in constant contact with the school. As students complete credit recovery courses, it is critical that they are then placed into additional courses to maintain progress towards exiting Group 2 or Group 3 and graduating on time.

To assist the school, an internal Data View field will be added to the Cohort Information Data View and a required timeline. Additionally, the proprietary Connections IssueAware system is used to monitor students, track staff accountability, and document progress. **For 100% of students who have a current final grade of 11<sup>th</sup> or 12<sup>th</sup> and are off-cohort (student does not have adequate credits to be in the grade they should be), NCA will outline a plan in their Cohort Information Data View that details efforts to rejoin their correct grade level or graduate on time within the first 45 of days of school or 30 days of enrollment for late enrollees. Overall progress will be tracked through a calculated field in Connexus that monitors whether a student is currently predicted to graduate on time, and students who are "off cohort" will have progress in their courses and other programming tracked weekly.** Another benefit of NCA's program is the ability to adapt programming quickly to match student needs and modifications to programming, supports, and interventions will be made as needed.

## 3.4 Curricular Changes

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### *GradPoint*

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Based upon the success of the GradPoint Pilot in 2015-16, it will be expanded and all credit deficient students will be placed into the appropriate courses to recover needed credits and to move closer to an on-time graduation. The targeted, user-centered approach of GradPoint is especially beneficial for transient populations—many of whom have been out of school, are disengaged, and have been unsuccessful in their first attempt at assigned coursework.

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### *Additional Math Instructional Resources*

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An additional resource in Math has been added into the intervention resource library for 2016-17. Think Through Math helps students develop higher order thinking and problem-solving skills, preparing them for success on state exams, as well as a smooth transition to college or a career. Think Through Math includes instructional support for students in Algebra I, Geometry, and Algebra II, along with foundational math skills, and allows teachers to create customized learning pathways for students based on their individual needs. This additional resource helps motivate students using contests, points, avatars, and games. A pilot was held in other schools supported by Connections and results were very positive and it is expected to result in similar positive outcomes for NCA in 2016-17.

### ***Automatic Feedback***

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The 2016 plan is to build on the success of the Automatic Feedback feature that was new in 2015. NCA is committed to ensuring that parents and students are fully informed of this feature and how to employ it for student success in the 2016-17 school year by including in webmail messages, welcome calls, and training to parents. This new feature provided an automatic alert that went to both students and Learning Coaches when a teacher left feedback for a student. To support this increased visibility of feedback, teachers ensure that feedback on student work is targeted, meaningful, and includes suggestions for improvement. Teachers received specific training on providing effective, actionable feedback to students (ex. Session 103: Why Do Students Need Feedback?; Session 205: Feedback vs. Feedforward Round Table; and Session 302: The Power of Feedback). A recent survey of Learning Coaches indicated that 97% of Learning Coaches found the notifications helpful in keeping them informed of their student's learning. For example, parents stated that:

- “The feedback helps my student immediately know what he needs to improve on and if he has time to correct his mistakes on assignments. It also gives a confidence boost on a job well done.”
- “We really appreciate the feedback notifications! There were times where my daughter wouldn't see her teacher's feedback requesting correction via webmail for quite some time, but now with the notification, she gets the feedback right away! Very useful upgrade. Thanks!”
- “I just want to take a moment to thank you. Your positive feedback on assessments and (our school's) multiple choice reflections really have made a difference for my child this year. He was having trouble with math last year. I am so thankful for (our school) in general, because it has helped my child take his time and become more confident in his abilities.”

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### ***Increased Math Focus***

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Math is a continued focus at Connections. Targeted activities and discussions will focus on Math in student's day-to-day lives and a growth mindset toward Math, including increased Math awareness in the Connections Speaker Series, Fireside Chats, and Student Clubs and Activities experiences. New student experience opportunities included RobotC, in which students are able to program Lego® Mindstorms® robots virtually, and the James Webb Space Telescope Project, which provided students the opportunity to collaborate virtually and create a project which demonstrates understanding and information about the James Webb Space Telescope.

There are additional Math dedicated resources for Learning Coaches including resource sessions such as Born to Learn – Embracing Struggle through a Growth Mindset and What Was Broken with Math and Why Did They Need to Change It?; Learning Coach Link newsletter articles including math tips and guides; an article on math reflections; and a Learning Coach book study on the book Old Dogs, New Math by Rob Eastaway and Mike Askew.

### ***Course and Connexus Enhancements 2016–17***

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The curriculum offered to NCA students is updated and enhanced annually. In addition to the updates made to address Math performance, accessibility, and feedback and course ratings received through the StarTrack lesson rating and feedback system, course enhancements are also focused on school-based requests for course unit reranking. Unit reranking requests are in response to a school’s review of the content and sequence of a course. While the content is appropriately aligned to state standards, the sequence of the units may be better aligned to the school’s school year and timing of state assessments. The enhancements for 2016-2017 include the following:

- **Unit Reranking** – Throughout all Connections schools there were 106 school-based requests for unit reranking to optimize alignment of course content and instruction order and pacing to the requirements of state testing. NCA requested four additional reranked courses for 2016-17 and will then have a total of 14 reranked courses in the 2016-17 course catalog. A course that has units reranked enables NCA to cover critical content before state testing dates.
- **Interventions from Prior Year** – Beginning with 2016-2017 school year, teachers will have immediate access to returning student data that indicates whether they were receiving intervention support during the prior school year. This access to historical tier code data, within Connexus, will allow teachers to quickly identify an appropriate intervention for students and provide the student with the type of targeted support that he/she needs at the start of the school year.
- **Math Performance** – Course enhancements focused on Math discourse and students’ oral and written communication of math thinking, reasoning, and problem solving. These efforts will be evidenced in the reflection, discussion, and portfolio activities, and in the new Time to Talk lesson component.
- **Accessibility** – Enhancement efforts continue to focus on replacing or enhancing legacy content and instructional resources to meet the Web Content Accessibility Guidelines (WCAG) 2.0 standards. This work is primarily focused at the middle and high school level for 2016–17.

All of these curricular changes are focused on improving student learning, retention, and graduation rates. These curricular changes are based upon research and efforts from the 2015-16 school year and will make a measurable difference in learning in 2016-17.

## **3.5 Professional Development**

NCA is in the midst of defining its 2016-17 Training and Professional Development Plan, which will be as substantive and robust as the 2015-16 one described previously. An additional focus on standardizing teacher course expectations and grading practices, as well as implementing “relearning” policies to support student academic engagement and success, will be implemented through the training, professional learning sessions, and related Professional Learning Community work. It will also focus on ensuring the success of the Every Students Succeeds Academy designed for off-cohort students and a school-wide focus on graduation rate and tracking students.

Professional learning sessions facilitated by the Connections Professional Development team during the 2016-2017 school year will focus on specific learning themes throughout the year. Whether teachers are participating in the 100 (1<sup>st</sup> year teachers), 200 (2<sup>nd</sup> year teachers), or 300 (3+ year teachers) series, the theme will be the same, while the session objectives will increase in level of rigor and application based on teacher experiences. Themes, based on learning science research, include: student reflection, making connections, ownership of learning, effective questioning, feedback, practice/reteaching, and improving student outcomes. This thematic approach will allow all teachers to focus, and build on, the same topics throughout the year and enable PLCs to delve deeper into how learnings from professional development sessions impact teaching practices and student learning.

In addition to the Professional Learning sessions described above, NCA school leadership can recommend or require teachers to participate in any of over 20 additional nationally facilitated professional development sessions that support NCA school goals and/or teacher development goals. School leadership monitors participation and portfolio completion at least monthly, and provides feedback on teacher artifacts. Additionally, observation of teacher instruction includes “look-fors” derived from topics covered within PD. NCA will ensure that active participation in internal professional development is carefully monitored and that topics are reinforced through regular inclusion in PLC meetings and staff meetings, and the rates of participation in professional development will increase from 2015-16 to 2016-17. Additional resources which specifically target working with this population have been identified and will also be included.

Teachers at NCA had the following to say about their experiences participating in professional learning sessions during the 2015-2016 school year, and how the session will help them to improve their instructional practices.

- *I found it extremely helpful to learn about all the different risk factors and to learn how easy they are to locate. I will definitely be taking note of these moving forward when interacting with my students.*
- *In this PD session, we learned about ways to increase the effectiveness of instructional practices. We learned about Gagne's 9 events of instructions and how to implement them in our virtual environment. I learned some new strategies and ways to really engage students in the LL room by using attention grabbing questions, recall, practice, feedback, and retention just to name a few. Using tools like the poll pods, screen shares, breakout rooms, and exit strategy ideas can help assist in pulling students into the instruction and helping them to become more active learners.*
- *I like this idea of grit and teaching students to appreciate improvement in their work when they have taken risks and maybe failed, but then got up and tried again. I can model that myself as I am in my second year teaching in an online environment. Even though there is still a lot I don't know, I have made tremendous progress since last year with the technology.*
- *I really want to focus on self-reflection of my own teaching practices and find my strengths and weaknesses. This will help me to improve as a teacher and also help my students with their own self-reflection process.*
- *I think this session was a good reminder for me that my high-end students need better feedback than what I am providing them. I do a good job of providing detailed feedback for my struggling-learners, but I think I rely on praise too much with the other end of the spectrum. I will spend more time challenging them and encouraging them to go beyond, dig deeper, etc. and provide that in my feedback to them.*

Efforts to assess the impact of professional development efforts are underway. There are several layers of such assessment: Design, Implementation, and Impact. Teacher responses on an annual employee satisfaction survey indicate progress in design and implementation – staff positive responses to 7 professional development related questions increased an average of 3.2% points, and teacher participation in PLCs increased to 100% from 97% last year. Assessment of impact is a work in progress.

### **3.6 Board Governance Training**

The NCA Board is committed to the success of the school. This is demonstrated in their high participation during regular and special Board meetings. The NCA Board meets regularly nine (9) times throughout the school year and calls additional meetings as needed. The Principal reviews performance data and trends with the Board during each meeting, which Board members discuss and make recommendations as appropriate. The Board is focused on strategic planning and increasing the graduation rate at NCA. An external consultant will be engaged to collaboratively work with the Board on strategic planning and implementation for the 2016-2017 school year and subsequent years. The Board will continue to work closely with the Authority to evaluate effectiveness of the improvement strategies and also seek input from external experts in this area.

The NCA Board routinely participates and is committed to Board governance training opportunities throughout the school year, including conferences provided by the National Association of Charter School Authorizers (NACSA), Charter School Association of Nevada (CSAN), National School Boards Association (NSBA), International Association for K-12 Online Learning (iNACOL), National Alliance for Public Charter School (NAPCS) as well as a Board Academy provided by their Education Management Organization (EMO). In addition, materials from previous trainings are made available to all Board members within their online Virtual Library. Also within this Virtual Library, Board members have access to review all governance documents for the school including but not limited to, Bylaws, Charter Agreement and materials from all previous Board meetings. All core foundational documents are reviewed regularly and revised as necessary.

The Board will be actively monitoring the graduation rate and progress and effectiveness of the strategies outlined in this Plan through monthly reports from the school leader detailing the progress made with the strategies outlined in the plan. The Board will be provided detailed updated reports on the cohort to evaluate student growth under this Plan. The Board will continue active involvement in collaborating with the Authority to ensure the Plan is effective or make necessary adjustments as the Board and school leadership work to monitor the success of the strategies outlined.

### **3.7 Staff and Placement Decisions**

The students in the Every Student Succeeds Academy will be taught by a select group of staff who will serve as their teachers and “graduation coaches.” This approach is being piloted now with students in Groups 2 and Group 3 of the current year’s cohort, and it allows teachers the opportunity to work with a small group of students who they “own.” The number of students assigned to each staff member is purposely kept low (less than 10) so the appropriate amount of regular contact and support can be given.

The staff of the Every Student Succeeds Academy (ESSA) will be comprised of teachers who are passionate about and dedicated to working with the population of credit deficient students who often also are also faced with non-academic challenges which further impede their progress towards graduation. By combining high quality, targeted instruction delivered by experienced and caring educators with the appropriate social and emotional supports provided by counselors and advisors, NCA is confident that this will truly be a program in which every student will succeed.

The selection of staff members who understand and embrace the importance of this work is only one step in the overall process. Staff members will be evaluated regularly on outcomes related directly to student success and engagement, and will be held accountable by school administration through the use of tangible, relevant student data. The frequency and quality of contacts with students and the efficacy of instructional practices will be judged on student outcomes.

### **3.8 Face-to-Face Support**

NCA is committed to ensuring that students are successful by creating additional face-to-face opportunities in the 2016-17 school year dedicated to credit-deficient students. Currently, there are field trips and state testing opportunities for face-to-face interaction and many students take advantage of these opportunities. NCA knows that these opportunities provide valuable time for students and teachers to generate a relationship and discussion about coursework and school. It is also an opportunity to develop the success strategies needed to be successful in an online school.

NCA plans to increase these opportunities and pilot an additional series of face-to-face tutoring and intervention opportunities in Clark and Washoe Counties. NCA will use venues already selected for state testing, and will target additional opportunities based on student location, need, and scheduling preferences. Sessions will be focused on targeted academic support. Results will be carefully monitored and if it's determined that these pilots yield significant results, NCA will work to reprioritize its budget to expand this effort in future years with more sessions and a wider geographic reach.

### **3.9 2016-17 Learning Coach Support**

Learning Coach support and training was increased in the 2015-16 school year as outlined previously. However, it is also evident that many of our older high school students have challenging home situations with limited Learning Coach involvement. The school remains committed to increasing Learning Coach involvement through social media, face-to-face events, training, and other individualized supports. In an effort to improve awareness of these sessions to NCA families, including families with limited Learning Coach involvement, NCA is committed to promoting the availability of these support sessions to families for the 2016-17 school year. For example, notifications from the school will be sent by the school leader to invite and encourage participation by families. In addition, the 2016-17 plans include sending the links to recorded sessions to families via the School Counselor or other school leader when it is evident that additional support is needed from a Learning Coach and staff believes that additional training will help increase the expertise of the Learning Coach to more successfully monitor progress and provide support. Counselors also work with Learning Coaches and families to identify and utilize community-based resources to address the many unique situations and challenges presented by this population of students.

## 4. 2017- 18 and Beyond

Future plans will be developed during the Board’s strategic planning session during the summer of 2016 and will be focused on achieving a cohort graduation rate of 60% and ultimately higher. Some ideas under consideration are 1) providing drop-in centers where students who need face-to-face interaction with a teacher in reading or mathematics could receive this support; 2) enhancing curriculum to provide teachers even more flexibility to personalize courses for students; 3) providing specific professional development for teachers and counselors to increase student engagement; and 4) being increasingly persistent with and continuing our deliberate and focused efforts working with credit deficient students.

NCA, in partnership with Connections, has begun the multi-year improvement effort to increase four-year cohort graduation rates, and recognizes that because 9<sup>th</sup> grade drop-outs have a significant impact on graduation rates four years later, the greatest effect of these multi-year efforts will be seen in the graduation rates for 2020 and beyond. Like the specifics of the plan presented in this document for the coming year, this multi-year improvement effort addresses a number of basic issues, but with steps that take longer to realize.

1. **Onboarding:** Work to ensure that the students who enroll in the high school program fully understand and are prepared to take full advantage of what it offers. The high school program is a rigorous college preparatory program and students often say they initially struggle to rise to the expectations of the curriculum. In addition, full-time online school, while tremendously advantageous for many students trying to adapt their high school experience to their personal needs, does require a level of commitment and discipline to learning a new approach. While NCA is a public school and cannot turn away students who apply, it will continue to make efforts to improve its outreach programs to ensure that students and Learning Coaches are prepared for the rigor and expectations of being a virtual school student.
2. **Connexus®, the Education Management System, Rebuild:** Connexus, the software and technology platform on which the program is served, is in the middle of significant improvement which is expected to be implemented in the 2018-19 school year. It is anticipated the new platform will allow students who are thinking about enrolling to more directly experience the program. We anticipate that students can be offered trial courses that will give them a better sense of what to expect, and perhaps a legislative or regulatory solution can be found to require successful completion of an orientation or trial course as an enrollment prerequisite. See additional policy recommendations in Appendix D.
3. **Support-Engage-Intervene-Escalate:** Work to ensure that students, once enrolled in the high school program, are fully engaged in the program. Students who experience success and gain momentum in their course of study (e.g., completing requirements in a timely and gratifying way) are more likely to engage, succeed, and graduate on time. Conversely, research shows that average 9<sup>th</sup> graders, 9<sup>th</sup> graders who attend more than one school, and/or 9<sup>th</sup> graders not earning credits on a pace that would lead to on-time graduation are at highest risk for dropping out. NCA will make fuller use of this information and student-specific data related to it to design support, engagement, intervention, and escalation activities. While the school has made and continues to make substantial efforts in this area, future activities may include:
  - a. **More Robust Freshman Academy Approach:** Building on the Freshman Focus effort in 2016-17, efforts will be furthered to organize teachers across disciplines and around students to help ease the transition to high school and develop the behaviors and habits that will help them successfully complete high school.

- b. **More targeted information.** Again, building on 2015-16 and 2016-17 efforts, information made available to teachers and other school staff will be further refined to enhance their efforts to support, engage, intervene, and escalate. The new Connexus will provide additional improvements to the teacher dashboard, including more automated integration of information about student engagement and success with their curricular and instructional resources. Simple things like the system's ability to monitor when the student is typically active in the system and where the student seems to be getting stuck will help teachers better time and frame their efforts to reach out to support and intervene.
  - c. **Social Platform Integration:** Today's students communicate on social media platforms and Connections does not currently offer NCA a robust and secure platform for communicating with students that mimics the style and availability of social platforms. It is anticipated future improvements to Connections' education management system (Connexus) will support better use of such tools, as well as the potential to more easily automate messages that research has shown will help many students engage, such as automated reminders to complete an assignment or messages of encouragement. In an upcoming update to Connexus, Connections is intending to build a chat feature to enable students to collaborate with each other more organically. The updates will include blogs and wikis that students can create and write. Also, the updated system will allow for project based learning, which allows students and teachers to work collaboratively. Badges can be awarded for progress in the system by their teacher  
  
NCA's Connexus Education Management System provides an internal "closed" email system for students, parents and teachers to connect. The school community also leverages message boards to interact. Although this is not "social media" it does offer a closed online environment for communication. Future versions of Connexus are expected to include chat functionality in addition to email and message boards. Other enhancements to Connexus will be announced.
  - d. **Integration of Additional and External Supports:** Many students have non-academic challenges that interfere with their ability to be successful. It takes time to identify and make available physical-world supports for students and/or to build partnerships with programs that might help them be better prepared to be successful in school. NCA is piloting some efforts in 2016-17, and the results will inform its exploration of a range of options for future school years, including mandating face-to-face instructional time for particular behavioral or academic issues that have been shown to respond to that intervention, as well as deeper partnerships with social welfare related agencies to help students address family situations, chemical addiction, mental health concerns, and other issues that might be interfering with their ability to be successful in school.
4. **Increase Curricular and Instructional Offerings:** Continue to work to strengthen and broaden the curricular and instructional offerings of the high school program to better address the academic and non-academic needs and interests of its students. On a continuing basis, NCA will evaluate the effectiveness of its strategies identified to increase the graduation rate and adjust those strategies in collaboration with the Authority.

- a. While NCA continues to strengthen and increase the breadth and quality of its program (Career and Technical Education and GradPoint credit recovery offerings being recent examples), there is more to do. CTE courses that are offered are based on student interest and demand, and include courses that focus on the following general career areas: health and medicine, general business, and computer programming. Connections will continue to work to find and/or develop the best curricular resources to address the needs of students, and to improve the level of student engagement and the quality of accessibility and various pathways to success that are built into its existing curricular resources. This is a multi-year effort spanning hundreds of course offerings, but it is expected that the roll-out of the new Connexus platform in the 2018-19 school year will significantly accelerate the benefits to students and their learning.
  - b. While training, professional development, and teacher participation in Professional Learning Communities (PLCs) have been underway for some time, the development of teacher beliefs and practices takes time. NCA will continue to develop and refine shared practices for basic practices like student grading to maximize academic integrity without unwittingly alienating or disengaging students. Experience in other schools supported by Connections has shown that full implementation of a relearning policy takes several years but can substantially improve the rate of successful course completion by students without undermining academic integrity.
5. **Increased Data Integrity:** Work to strengthen NCA’s ability to track and properly record where students withdraw to when they leave without graduating. As previously noted, the ability of students to quickly and easily access NCA when they have a problem to solve (e.g., enroll because of an insurmountable transportation problem) also makes it easy for students to leave easily and without adequate notice. One student counted as a dropout in 2015 had been enrolled in the school for two weeks several years earlier, and was counted as a dropout largely because the school could not find out where the student went and report that back to Nevada. Similarly, 14 students who dropped out in 2015 were reported by the National Student Clearinghouse to be enrolled in two- or four-year colleges or universities in the fall of 2015. NCA and its board will continue to strengthen their database management to track withdrawals, and its ability to research the whereabouts of students who withdraw and do not adequately report their next steps. NCA will also work with regulators to try and strengthen definitions and technical capabilities around the effort to help ensure, for example, that students enrolled in a legitimate Adult Education option are not counted as non-graduates as they currently are, and that NCA has sufficient access to the data sources maintained by Nevada to “look for” students who have withdrawn without fully reporting their next steps.

## 5. Conclusion

A school's graduation rate is one of many important school performance measures. NCA wants every student who enrolls to graduate with a Nevada high school diploma. The NCA Board and school leadership team recognize that NCA's four-year graduation rate, using the federal cohort methodology, is not at the desired level. NCA is effectively serving a significant population of credit deficient students and understands that under the current method of calculation this has an adverse effect on its graduation rate, reflecting on the students' experience before enrolling in NCA. NCA is committed to re-engaging these students and graduating them career and college ready. We want higher achievement and as can be seen in the steps outlined in this plan are committed to making it a reality. There is some context around the graduation rate that we have explained in this plan that will also be backed up through the third party validation process. Ultimately, we recognize the concern about the current graduation rate and are working to improve it. Like any organization with a plan for improvement, we need time to faithfully implement improvements, evaluate their efficacy, address any implementation concerns, and address any unintended consequences. We are confident that students will be served well and the graduation rate will improve through an open and collaborative dialogue with the school and the Authority. We also are confident that the many factors that impact graduation will become apparent through this process.

# Appendix A

## History and Accomplishments

### A.1 Overview

There are many areas in which Nevada Connections Academy (NCA) has made great gains. This section will highlight these achievements.

Students benefit from a top-quality curriculum that meets all Nevada Academic Content Standards (Common Core State Standards). Each student has a Personalized Learning Plan and one or more highly qualified Nevada-credentialed teachers working with expert curriculum specialists to tailor the curriculum to meet that student's individual learning needs.

NCA is a virtual learning community that connects students, teachers, and families through unique technology tools as well as synchronous instruction and one-on-one interaction. Students and their families receive sophisticated support for their curriculum, technology, special education, and digital learning platform needs. Students and families use an educational management system that combines learning management, student information, and content management systems. This allows students and families to maintain a focus on achievement.

As a result of its effective and innovative educational approach, NCA is accredited by the Northwest Accreditation Commission (NWAC), an accrediting division of AdvancED.

One of the most significant benefits the school provides is being able to serve students who are underserved or not being served within the larger community. Students benefit from instruction that is individualized, personalized, and flexible. NCA is tailor-made for a diverse array of students who benefit from a quality alternative to the traditional brick-and-mortar classroom. These include:

- Students whose families seek direct involvement in their education,
- Students who are medically homebound due to illness or disability,
- Exceptional students who are far ahead of or far behind their peers in school,
- Students pursuing artistic or athletic careers,
- Students who require a flexible school schedule,
- Students in group homes or institutions,
- Students who have been bullied, and
- Students at risk of academic failure, who may particularly benefit from intensive, personalized instruction.

The Board of Directors partners with Connections Education, a leading virtual school provider for curriculum, technology, and school support services including:

- Curriculum,
- Curriculum support personnel,
- Connexus®, a comprehensive Educational Management System (EMS),
- Professional development,
- Student, parent, and teacher technical assistance, and
- Additional consulting and support.

In the 2015–2016 school year, Connections is supporting 30 virtual public schools in 26 states, serving over 65,000 students. Connections is accredited by AdvancED<sup>1</sup> and was re-accredited in June of 2015. With the overall scores exceeding AdvancEd’s average score for all of the schools and corporations they accredit, AdvancED reviewers noted that “Connections Education’s quality assurance processes and data-driven culture leads to systemic, systematic, and sustainable continuous improvement.”

The ultimate focus of this “high-tech, high-interaction” instructional model is student achievement. Students master the core subjects of reading/language arts, mathematics, science, and social studies through a challenging curriculum that meets Nevada Academic Content Standards (Common Core State Standards).

The developmentally appropriate curriculum increases its integration of technology as students advance through the grades. Each Connections course includes active learning elements, including online and/or offline activities that address diverse learning styles and preferences, ranging from textual, visual, auditory, and/or hands-on.

Connections’ courses include 1,800 Teachlet® proprietary instructional movies and more than 1,000 primary source and instructional videos. Integrated “i-text” electronic textbooks are licensed from a variety of leading publishers including Pearson®, Perfection Learning, and others, while non-proprietary technology-based content is licensed from “best-of-breed” providers such as Grolier Online™, Houghton Mifflin Harcourt, and Discovery Education.® The instructional design includes interactive LiveLesson® sessions and threaded discussions.

The highly trained and experienced teachers are integral to student and school success. Highly qualified, Nevada-credentialed teachers are a key part of the program. Teachers are in regular contact with students via WebMail (Connections’ proprietary, closed-system email program), telephone, LiveLesson® sessions, discussion boards, message boards, and other channels. Teachers instruct, motivate, monitor and evaluate student progress, personalize the curriculum, intervene as needed to ensure student success, lead field trips, and clarify the curriculum for the students.

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<sup>1</sup> Accreditation agency serving 32,000 public and private schools and districts <http://www.advanc-ed.org/>

NCA provides integral tools to help teachers ensure students are successful including ongoing and comprehensive professional development in online learning pedagogy, curriculum with a focus on Common Core instructional shifts, data-driven instructional decisions, and Connections' own *Core Competencies for Facilitating Student Learning*. Additional Nevada- focused professional learning events are also offered throughout the year.

NCA integrates school, community, and home. A Learning Coach (a parent or guardian) may work with the student to ensure successful engagement in the program by providing motivation, collaboration, scheduling, and record keeping. Other links between home, school, and the community are created via both asynchronous and synchronous online activities. In addition, school staff members or Community Coordinators facilitate enriching in-person community activities and field trips to round out the comprehensive learning experience.

Students also have access to more than 25 clubs and activities that encourage students to explore interests beyond the classroom, develop leadership skills, and make friends within their school and with students from other schools supported by Connections. The school has also established chapters of the National Honor Society and National Junior Honor Society, providing students with additional opportunities for developing social, leadership, and community involvement skills.

## A.2 History

NCA was launched in the fall of 2007 to provide a complete virtual school program to Nevada public school students. NCA has worked hard to fulfill its mission and original charter goals. NCA has experienced significant growth during the term of the charter, which speaks to the demand for this option, and also to NCA's overall success in fulfilling the mission and vision described in the charter.

The school was originally chartered by the Nevada State Board of Education. The charter was renewed unanimously in 2013 by the State Public Charter School Authority. It was supported for renewal by then SPCSA Director Dr. Steve Canaverro. In Dr. Canaverro's words, at the charter renewal hearing in 2013, the school was a success. It appears that at that time the Authority recognized the school was effectively serving its students, perhaps giving careful consideration to the challenges faced in serving a mobile population. There have been minor amendments over the years such as charter facility relocation, grades offered, and Governing Board by-laws. Overall the school is still focused on its mission: *to help each student maximize his or her potential and meet the highest performance standards through a uniquely individualized learning program.*

The last official communication from the State Public Charter School Authority stated that Nevada Connections Academy was in "Good Standing" for its performance in 2013-14.

## Enrollment and Demographics

Since opening, the school has drawn students from throughout Nevada. NCA has experienced a steady increase in enrollment almost every year. NCA now serves slightly over 3200 students in grades K-12. Figure 1 demonstrates the growth trends since its inception.

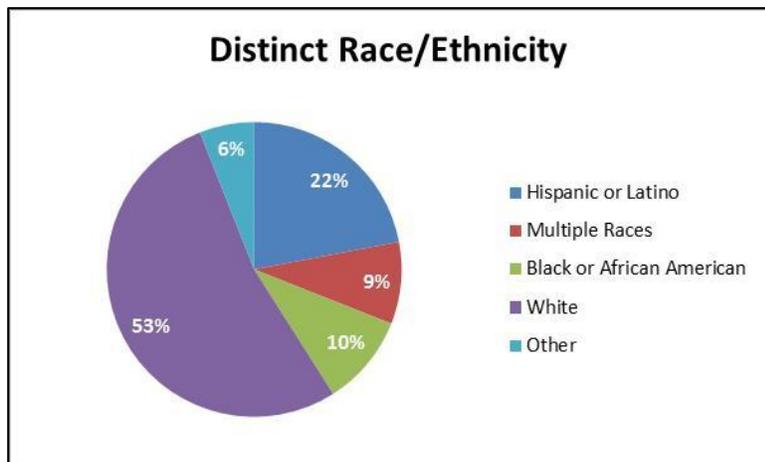
**Figure 1. Enrollment Growth**

| School Year | Count Day Enrollment |
|-------------|----------------------|
| 2015-16     | 2,702*               |
| 2014-15     | 2,593                |
| 2013-14     | 1,945                |
| 2012-13     | 1,599                |
| 2011-12     | 1,715                |
| 2010-11     | 1,563                |
| 2009-10     | 1,322                |
| 2008-09     | 873                  |
| 2007-08     | 420                  |

*\* As of the 2015-16 school year, enrollment is not reported as a Count Day. The number reported is the enrollment as of September 30, 2015 and will be reported four times throughout the year. At the time of this report, NCA is serving over 3,000 students.*

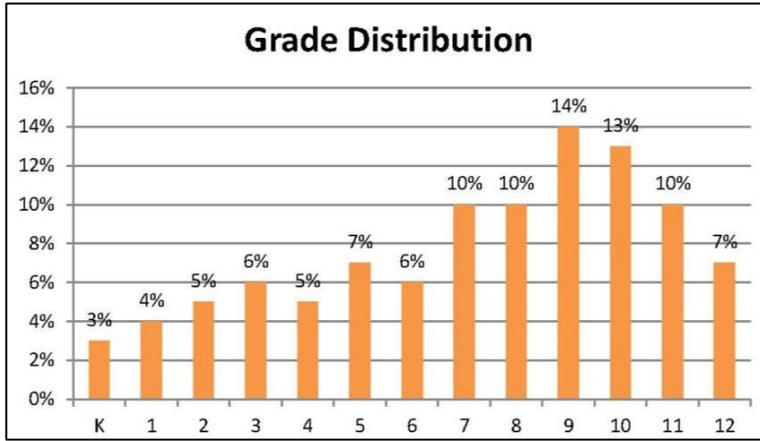
NCA serves a diverse population. Figure 2 provides information on the composition of the student body in January 2016.

**Figure 2. Student Body Composition of NCA –January 2016**



The students are currently 46% male and 54% female. Figure 3 illustrates the grade distribution as of January 2016. Students in 9th and 10th grades represent the largest percentage of students.

Figure 3. Grade Distribution as of January 2016



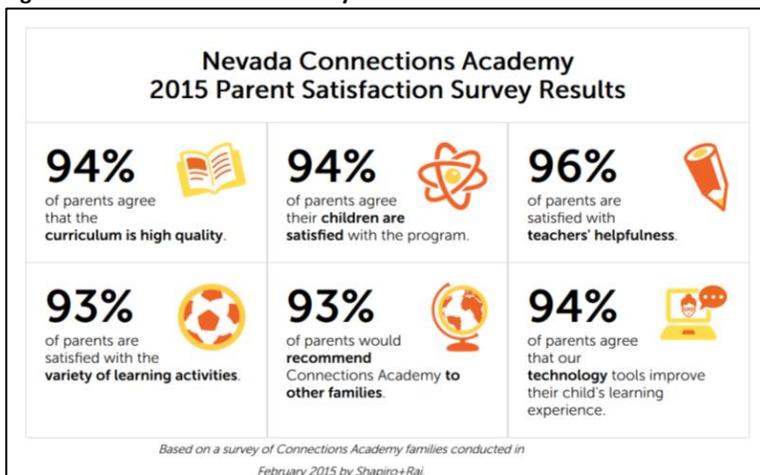
As of January 2016, **approximately 41% of the students served are socioeconomically disadvantaged**, measured by family income eligibility meeting federal guidelines for free or reduced lunch.

NCA also serves special populations through Individual Educational Plans (IEP), Section 504 plans, and gifted programs. The Special Education/504 population is approximately 12% of the total student population. The Gifted population is approximately 3% of the total student population.

### Parent Satisfaction

NCA has consistently received high ratings on annual parent surveys. Parents are surveyed annually; the results are compiled by an independent third-party research firm, and presented to the school staff and Governing Board. Parent surveys provide quantifiable data by which the school leadership can work towards improving various aspects of the school. Over the past several years, the percent of parents who have responded to the survey has varied from 35% to 50%. Therefore, these results are considered reflective of the overall experience of the NCA families. More detailed results from parent surveys are included in annual reports to the Governing Board and are always available upon request.

Figure 4. Parent Satisfaction Survey Results for NCA for 2014-2015



The following testimonials are from NCA students and their parents. The testimonials were unsolicited and represent a sample of the kudos that the teachers and school receive on an ongoing basis.

- *My son LOVES you! We love NCA and will be moving our other child here because NCA "has it together!" We love NCA because of the teacher interactions.*
- *I am very happy with Melissa Pugh. She has really helped my daughter and she has brought her grades up. I would like to say Thank You.<sup>2</sup>*
- *Our family is new to NCA but so far we are having a positive experience. I find all of my questions and concerns are addressed in a timely and thorough fashion. We are very excited to start in a few days!*
- *Tiffany Grant has done great work with my son. Thank you.*
- *Thank you very much Ms. Lapidus. I'm so grateful. I have been working hard on this for at least three days.*
- *Fantastic. Way better than traditional institutions for numerous reasons. Love the brand new UPS'd textbooks, too!!!! Yet another plus! Thanks for accommodating to 2015!*
- *Over all this is a great school. Love the set up and everything.*
- *Ms. Murphy, You are our favorite teacher and the best thing about NCA. You are always in contact and it is so appreciated.*

## A.3 Accomplishments

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### *Academic and Educational Achievements*

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- In 2014-2015, NCA's composite ACT and SAT score averages were higher than both the state and national average scores.
- The class of 2015 valedictorian was awarded a prestigious U.S. Army pre-med/medical school combined program scholarship.
- The 119 graduates in the class of 2015 earned a total of \$562,065 in scholarship money.
- Two 8<sup>th</sup> grade students both won 1st place at the Western Nevada Regional Science Fair.
- Students who graduated from NCA in 2015 were accepted at colleges such as:
  - Antioch University McGregor
  - Arizona State University
  - Arkansas State University
  - Art Institute of Las Vegas
  - Art Institute of Portland
  - Berea College
  - Biola University
  - Brigham Young University-Idaho
  - California Institute of the Arts
  - Central Bible College
  - Seattle Pacific University
  - Southern Oregon University
  - St. Mary's College of California
  - Suffolk University
  - University of Hawaii at Manoa
  - University of Idaho
  - University of Mobile
  - University of Nevada: Las Vegas
  - University of Nevada: Reno
  - University of North Texas

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<sup>2</sup> Melissa Pugh is an NCA graduate who went onto graduate from the University of Nevada, Las Vegas.

- Chapman University
- Colorado Christian University
- Corban University
- Dominican University
- Drake University
- George Fox University
- Gonzaga University
- Lake Forest College
- Nevada State College
- Northern Arizona University
- Oregon State University
- Saint Peter's College
- Santa Clara University
- University of Oregon
- University of Portland
- University of San Diego
- University of Southern Mississippi
- University of the Pacific
- University of Utah
- Utah State University
- Utah Valley University
- Westmont College
- Whitworth University
- Willamette University
- William Jewell College

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### ***Other Achievements***

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- NCA is accredited by the Northwest Accreditation Commission (NWAC), an accrediting division of AdvancED.
- In 2015, an NCA High School Student was national Runner-up for the national Prudential Community Spirit Award.
- NCA has ongoing community service programs with the Foodbank of Northern Nevada and other regionally recognized agencies.
- A 9<sup>th</sup> grade student was recently chosen to serve on the global Pearson Student Council and will have the opportunity to represent his school and interact with peers from around the world.
- Our school counseling program presented some of its successes at the recent Nevada Association of School Counselors conference.
- Principal Steve Werlein participated in a business leaders' roundtable with the presidents of three state universities and other educational leaders in 2014.
- NCA recently hosted a "Read for the Record" event which included participation from US Congresswoman Dina Titus (virtually from Washington, DC) and Reno's Chief of Police. Approximately 900 people attended "live" at one of the in-person venues or virtually.
- NCA hosts career and college fairs in both southern and northern Nevada. This year's events included participation from a variety of public safety, post-secondary, and vocational agencies and had record numbers of attendees.

## **A.4 Academic Accountability**

It is important to note that scores may fluctuate from year to year. Student mobility and growth rate are important factors in analyzing academic performance. Many students and families choose a virtual school program to serve a unique need for a particular period of time, i.e. medical reasons, sports or performing arts/acting, family move, bullying, and so forth. Their intent is to solve a family issue and enroll in a virtual school for a limited time. As a result, virtual schools experience student turnover both during the year as well as from year to year. As such NCA is particularly susceptible to enrollment fluctuations and the subsequent impact on academic performance data.

Student academic achievement is the highest priority for NCA. Over the last year, NCA has put in place several significant interventions and enhancements to ensure that student performance exceeds the growth targets, especially among the subgroup populations. These include:

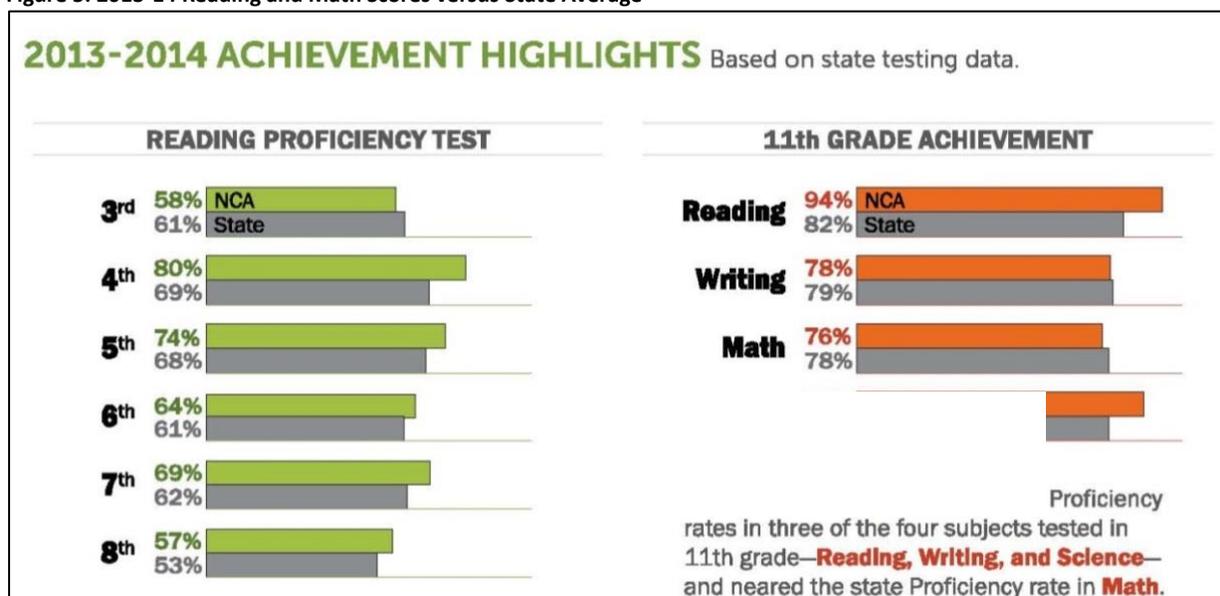
- Ongoing in-depth assessment and performance data on individual students, which is available to teachers and administration in “real time” and used to modify and individualize programming;
- Targeted , individualized remedial courses for students who are underperforming, and a wide selection of Gifted, Honors, and Advanced Placement (AP) courses for advanced students;
- Addition of staff who specialize in working with at-risk, credit deficient students in core areas, and a literacy specialist dedicated to providing intervention type instruction;
- Addition of highly qualified and trained teaching staff to teach AP courses;
- Expansion of existing counseling and support programs to address the diverse and often profound social emotional needs of our students;
- Expansion of teacher-led Professional Learning Communities (PLCs) that establish goals, meet regularly, and focus on student data to guide their actions. These are tracked and monitored by school leadership;
- Additional internal and external targeted professional development for teachers in critical areas such as mathematics instruction and student engagement;
- Identification and targeted use of supplemental resources and strategies to support struggling students in the areas of literacy, mathematics, and study skills.

The regular evaluation of the academic performance of students, the use of student performance data to drive changes and improvements to the school program, the increasing use of PLC’s, and the development of annual goals and plans to increase student academic achievement all demonstrate a dedication and focus on student performance.

The following represents NCA’s most recent performance on state assessments in 2013-14 as the 2014-15 data was not publicly reported. NCA is proud of its performance on the 11<sup>th</sup> grade proficiency test. NCA significantly exceeded the state performance in Reading and Science and was within 1-2% points from the state proficiency average in math and writing. There is still room to improve but NCA’s performance on the state proficiency test demonstrates that it is successfully teaching students in the key content areas. Figure 5 provides more detailed information on NCA’s performance on state assessments.

NCA receives separate ratings on the School Performance Report for elementary, middle school, and high school. Nevada did not compute new ratings for 2014-15, but instead carried over the 2013-14 ratings. NCA’s middle school rating was 4 out of 5 stars for both 2013-14 and 2012-13, while the elementary and high school received a rating of 2 stars in 2013-14. Both the elementary and high school fell two points short of receiving a 3 star rating, which both had achieved in 2012-13.

Figure 5. 2013-14 Reading and Math Scores versus State Average



For the elementary school, the strongest ratings were for English Language Arts (ELA) for proficiency and even stronger performance in growth, receiving 80% of the possible points for ELA growth. The middle school had solid performance with all indicators, but also excelled in ELA proficiency and growth, earning 80% of the possible points for both measurements. **The high school performance was strongest in closing achievement gaps, earning 90% of the possible points in this area.** All grade spans met the minimum testing participation rates and also had very strong performance on Average Daily Attendance.

## A.5 NCA Board of Directors

### *Governing Board*

The Governing Board is a knowledgeable, well-educated, and active Board. The Board has been successful in maintaining a prominent role in the direction of the school via policy and oversight. The Board receives regular reports at Board meetings from the school leadership on all aspects of the school’s operations, including budgets, funding, staffing, enrollment, and growth. In addition, the Board is apprised of school-wide state test and other assessment results, and the results of the annual parent and staff surveys. The Board is therefore able to engage in ongoing evaluation of the school’s effectiveness and able to participate in the review and refinement of the school’s vision, purpose, and goals. School leadership works with school staff and stakeholders to develop specific annual goals. These goals are then presented to the Board for final approval prior to implementation. School-specific goals align with the Board goals outlined in the charter and mission/vision for the school. The Board has been actively engaged in efforts to improve the graduation rate, cognizant of the challenges given the high mobility of students and significant credit deficient population. The Board has shown a commitment to both continuous improvement in the high school program and working with the State on policy to ensure schools are incentivized —not punished— for serving the most at-risk students who come to NCA as a last resort before dropping out.

The Board successfully provides oversight by reviewing and approving the school's policies and procedures. All Board members are invited to provide feedback on new programs, such as webinars with curriculum experts and designers, and content that will be provided to students including providing a designee to participate in an in-depth study of the curriculum to be offered by the school. Board members have attended several trainings and conferences to fully understand their roles as Board members and maintain their knowledge of charter school governance best practices and trends. These trainings include a Connections-hosted all-Board member training in Nevada, as well as the annual Board Academy offered by Connections. Board members have also been able to attend conferences such as the iNACOL conference, the National Charter School conference, and other training opportunities and conferences held by the Nevada Department of Education. The Board has consistently maintained all required regulatory parameters of the governing body's membership. The following members currently serve on the Board:

- **Dr. Jafeth Sanchez, Board President**

Dr. Jafeth Sanchez earned a Ph.D. from the University of Nevada, Reno's College of Education in Educational Leadership, with an emphasis on Higher Education Administration. She is an assistant professor and focuses on developing high quality school leaders in K12 education. Her research agenda is on educational leadership practices, organizational change efforts, diversity initiatives, outreach, student resiliency, P16 alignment, and GEAR UP outcomes. She has actively managed and attained grant funding as a principal investigator or co-investigator for approximately \$1.6 million since the fall of 2012. She also serves as a cost-share match for the Nevada State GEAR UP project, which has approximately 5,500 students and has served 36 middle and high schools in Nevada; GEAR UP is a competitive U.S. Department of Education grant program that increases the number of low-income students who are prepared to enter and succeed in postsecondary education by providing states and local community-education partnerships with six- to seven-year grants to offer support services to high-poverty, middle and high schools. Sanchez previously taught mathematics and was awarded Northern Nevada Math Teacher of the Year 2012 by the Northern Nevada Math Council. She was also a Bill and Melinda Gates Millennium Scholar and serves as a mentor for its current scholars throughout the country. Her passion for educational improvement and access to higher education are embedded in all aspects of her work in teaching, research, and service.

She has been a part of NCA since 2011 and currently serves as President of the Board.

- **Dr. Scott Harrington, Board Vice President**

Dr. Scott Harrington is currently the Clinical Supervisor for Mosaic Rehabilitation-Blueprints Division. He has been working with people with disabilities since 1990, when he earned his Bachelor's degree in Psychology at CSU Long Beach. He earned his Master's degree in Psychology (Behavior Analysis) at the University of the Pacific in Stockton, California, and his Doctorate, also in Psychology (Behavior Analysis), at the University of Nevada, Reno (UNR). Dr. Harrington has written and directed multiple projects to help individuals with disabilities live more independent lives. He is a founder of the first elementary charter school in Nevada, Sierra Nevada Academy, and a former middle school mathematics teacher. He has presented over 40 papers on data-based interventions to assist persons with disabilities, has several publications across multiple areas, and currently teaches at UNR. His research interests include inclusion, integrated employment, transition, intrinsic motivation, attitudes about disabilities, and interagency collaboration. Dr. Harrington is a Board Certified Behavior Analyst (BCBA-D), a member of the Association for Behavior Analysis (ABA), and on several advisory boards.

He has been a Board member since 2010 and currently serves as Vice President of the Board.

- **Kelly McGlynn, Board Treasurer**

Kelly McGlynn graduated from the University of Nevada, Reno, in 1998, with a Bachelor of Science degree in Business Administration. She is a Certified Public Accountant with more than 14 years of experience in public accounting. Ms. McGlynn is currently president of her own company specializing in tax preparation and bookkeeping services. She is a member of the American Institute of Certified Public Accountants and a member of the Nevada Society of Certified Public Accountants. Ms. McGlynn became involved with Connections in 2011 while searching for an alternative to public school for her then eight-year-old daughter. She feels that education is extremely important but that all children learn in different ways. She is happy to serve on a Board that provides children alternatives to brick-and-mortar schools.

McGlynn has been on the Board since 2013 and currently serves as Board Treasurer.

- **Marisa Delgado, Board Secretary**

Marisa Delgado earned her Master's degree in Educational Leadership from the University of Cincinnati, and currently holds her administrative certification with the state of Nevada. She is currently the Math Department Chair at Bishop Gorman High School. Ms. Delgado has spearheaded the new 1:1 iPad program at Bishop Gorman High School. Integrating technology into the classroom and having students use technology for higher levels of thinking is one of her goals. She also runs the senior internship program where she places around 20 high school seniors each year with different companies around the Las Vegas Valley, allowing them to get real life work experience prior to leaving for college. Ms. Delgado co-chaired the teacher mentor program for new and transitioning teachers into Bishop Gorman High School, to assure an easy transition focusing on teacher retention. Ms. Delgado is currently the chair of the Teaching and Learning Leadership committee for accreditation through WCEA. Ms. Delgado is involved in the student leadership program on her campus running the Link Crew freshman orientation where students are greeted by upperclassman that she has trained to run small group activities that will prepare students for life in high school. Continual education and building a better future for children today motivates her to remain engaged in providing new opportunities for children.

Ms. Delgado has been a part of NCA since 2013 and currently serves as Board Secretary.

- **Mindi Dagerman, PE, Board Member**

Mindi Dagerman, PE, earned her Master's in Business Administration from the University of Nevada Reno. She also holds her Professional Engineering License in Mechanical Engineering in Nevada. Ms. Dagerman is the Engineering Supervisor/Design at Southwest Gas for the Northern Nevada Division. Her department manages new business, replacement, system improvement, and meter set projects for natural gas distribution to customers throughout the division.

Ms. Dagerman is passionate about all children having access to high quality education. She loves to see more school choice available for parents and wants to see students find a school program that supports their learning style.

Ms. Dagerman has been on the Board since 2008, and she currently serves as the business sector representative on the Board.

- **Tessa Rivera, Board Member**

Tessa Rivera earned her Master of Arts in Educational Counseling from San Jose State University following her Bachelor of Arts studies in Communication from San Diego State University. She was an AVID (Advancement Via Individual Determination) Program English teacher, Student Advisor, and varsity athletic coach in California from 2000 through 2010. Additionally, Mrs. Rivera enjoyed her work with San Jose State University as a mentor teacher collaborating with the school's teacher credential program while also employed as a GEAR UP and Upward Bound Pre-College programs counselor and test preparation instructor. Currently, Mrs. Rivera serves as the Dean of Students for the freshman class, moderator of the Dance Team, and Jewelry Club advisor at Bishop Gorman High School all the while diligently pursuing an Ed.D at Northcentral University engaged in researching the impact of organizational leadership on new teacher attrition rates throughout the United States. Mrs. Rivera's educational philosophy is dedicated to promoting life-long learning in addition to supporting and motivating all students to reach their full potential, specifically utilizing the elements of Bishop Gorman High School's Freshman PRIDE (Prepared for class, Respect for self and others, Integrity in Academics, Determination to do well, Effort in all pursuits) Program.

Mrs. Rivera has been on the Board since 2015.

- **Gene Stewart, Board Member**

Gene Stewart is a seasoned business professional and entrepreneur. He received his MSc in Comparative Pathology from the University of California, Davis in 1983. He has held positions in global marketing with SmithKline Beckman and others commercializing new technologies in bioinstrumentation. In 1996, Mr. Stewart launched Knotty Bear Development building and selling luxury resort mountain homes. In 2005, he founded a new company, Biophoretics, Inc. focused on the research and development of a new automated technology for the discovery of biomarkers. In 2010, he commercialized Biophoretics for the global distribution, marketing, and sales of high value tools for life science research. He has also served on the Board for Center Street Mission helping the homeless regain their foothold in life. He believes in the triad of family, education and the desire to help every child reach for the sky.

Mr. Stewart has been on the Board since 2015.

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### ***School Leadership***

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- **Steve Werlein, Principal**

Steve Werlein's career as an educational leader has taken him not only across the geographic spectrum of the country, but across the diverse public and private educational landscape as well. Mr. Werlein has proven that when given a rigorous and relevant curriculum, high expectations, and caring, nurturing adults, all students can find success.

As a high school world language teacher, he created a home study program for non-native speakers of Spanish in Mexico, and an intensive Spanish course for native speakers. While teaching, he was also the leader of one of the first one-on-one technology initiatives in the state of Illinois. As a school administrator, Mr. Werlein has served as Assistant Principal of a large, urban middle school near Chicago where he and his team successfully rebuilt the school culture and created an inclusive, positive environment.

After leaving this role, Steve assumed his first principalship which entailed leading a vocational school for students with severe behavioral challenges. His efforts there led to the creation of a unique, blended curriculum which fused practical vocational skills with core academic content and led to many students entering skilled trades and other post-secondary options.

Next, Mr. Werlein was privileged to serve as the Director of Curriculum and Instruction and Principal at Henry Ford Academy in Chicago, which is housed in part of the original Sears Headquarters on the city's west side.

Mr. Werlein moved to suburban Austin, Texas where he started a charter high school with 35 students that has since grown to an exemplary rated, K–12 campus with 1,000 students.

Throughout his career, he has been passionate about finding creative, engaging ways to hold students to high standards and feel connected to their learning communities.

Education:

- Bachelor of Arts Degree in international political economy and Spanish from DePaul University
- Master of Education Degree in secondary teaching and curriculum from DePaul University
- Certificate of advanced study in school leadership from National Louis University
- Currently a doctoral candidate at the American College of Education

## **Appendix B**

# **NCA's Federal Four-Year Adjusted Cohort Graduation Rate (2015) Calculated Under NCLB**

Nevada Connections Academy (NCA) is committed to the students it serves. At least weekly, we review and analyze data down to the individual student level and use the data to make informed decisions to maximize each student's chance of success. NCA's 2015 Cohort Graduation Rate identifies a percentage of students who did not graduate. NCA leadership is learning from these students and applying lessons learned to the graduation improvement plan. However, there are also lessons still to be learned about:

- How to identify students at risk to not graduate and how to best address risk factors.
- How schools with higher than average mobility rates are impacted by the current four-year cohort method of calculating graduation rate.
- Factors outside of the school's control which often lead to students being counted as non-graduates, even when they continue their education.

NCA is confident that through its ongoing analysis of data and implementation of targeted, individualized programming, its graduation rate will improve.

## **B.1 Detailed Look at the 2015 Graduation Cohort**

In an effort to fully understand the challenges that NCA faces relative to the current NCLB four-year cohort calculation of the graduation rate and to gain insights on areas to target for improvement, an analysis was conducted of the 2015 graduation cohort. The final cohort consisted of 334 students – 119 graduates and 215 non-graduates - for a four-year cohort graduation rate under NCLB of 35.6%. For the entire cohort (334 students), 143 (42.8%) were two or more credits behind when they enrolled; 56 (16.8%) were more than 6 credits behind when they enrolled.

When looking at this cohort at the individual student level, some interesting patterns became apparent. For the non-graduates in the cohort (215 students), 137 of them (63.7%) were behind two or more credits when they enrolled. Figure 1 provides a breakdown of the grade level at which these non-graduating students enrolled and their level of credit deficiency.

**Figure 1. Non-Graduates Grade Level Upon Enrollment**

| Credit Status   | Non-Graduates' Grade Level upon Enrollment |                        |                        |                        |
|-----------------|--|------------------------|------------------------|------------------------|
|                 | 9 <sup>th</sup> grade                      | 10 <sup>th</sup> grade | 11 <sup>th</sup> grade | 12 <sup>th</sup> grade |
| 0 – 2 Deficient | 30   | 10                     | 18                     | 20                     |
| 2 – 6 Deficient | 1  | 20                     | 24                     | 36                     |
| > 6 Deficient   | 0  | 2                      | 22                     | 32                     |

As the data shows, non-graduates were likely to enroll later in their high school career, thus providing a shorter period for NCA to catch them up to graduate in their cohort: 152 or 70.7% of the 215 non-graduates enrolled in the 3<sup>rd</sup> or 4<sup>th</sup> year of high school, and 114 or 75% of these students were two or more credits behind when they enrolled.

Of the students who graduated on time in the 2015 cohort, a much different picture emerges, as illustrated in Figure 2. Graduating students tended to enroll earlier and with significantly less credit deficiency.

**Figure 2. Graduates Grade level Age Upon Enrollment**

| Credit Status   | Graduates' Grade Level Age upon Enrollment |                        |                        |                        |
|-----------------|--|------------------------|------------------------|------------------------|
|                 | 9 <sup>th</sup> grade                      | 10 <sup>th</sup> grade | 11 <sup>th</sup> grade | 12 <sup>th</sup> grade |
| 0 -2 Deficient  | 30   | 17                     | 26                     | 40                     |
| 2 – 6 Deficient | 0  | 2                      | 2                      | 2                      |
| > 6 Deficient   | 0  | 0                      | 0                      | 0                      |

Of the students who graduated, 59% enrolled in the 11<sup>th</sup> or 12<sup>th</sup> grade, and 6% of them were two or more credits behind when they enrolled.

Another important consideration is the group of students enrolled in an institution of higher education but were not counted as graduates for NCA. In this cohort, seven students enrolled in 12<sup>th</sup> grade, were not counted as graduates from NCA, but have enrolled in college. Additionally, eight students enrolled as seniors who were expected to graduate on-time with their class but did not graduate. The story behind each of the students warrants further analysis. The overall graduation rate improvement plan also focuses on maintaining the progress of our students who enroll in the school and should graduate on-time with their class.

## B.2 Concentration of Credit Deficient Students

It is also interesting to view the data for the concentration of students in the graduation cohort that arrived at NCA credit deficient. In Figure 3, Credit Deficient is defined as having fewer credits than expected at the time of enrollment. For example, a student enrolling at the beginning of 10<sup>th</sup> grade would be expected to have earned 5.0 credits during the student's freshman year. If a student enrolled with less than 5.0 credits, the student would be considered credit deficient. Figure 3 provides this information about students enrolling as 10<sup>th</sup>-12<sup>th</sup> graders at NCA.

**Figure 3. Percentage of Students Enrolling Credit Deficient**

| Grade Upon Enrollment  | # of Students in Cohort | # Credit Deficient | NCA % Credit Deficient |
|------------------------|-------------------------|--------------------|------------------------|
| 10 <sup>th</sup> grade | 51                      | 28                 | 54.9%                  |
| 11 <sup>th</sup> grade | 92                      | 58                 | 63.0%                  |
| 12 <sup>th</sup> grade | 130                     | 79                 | 60.8%                  |

Clearly, the percentage of credit deficient students enrolling at NCA is significant. This includes 60% of the students enrolling as 12<sup>th</sup> graders when NCA only has one year or less to catch the student up for on-time graduation. NCA is fulfilling a unique niche in serving students who are struggling.

### B.3 Where Did the Non-Graduates Go?

When hearing the term “non-graduate” it is easy to assume that these students are no longer in school. However, that isn’t the case for many of the non-graduates included in the NCLB calculation of the NCA 2015 cohort. Of the 215 students in the 2015 cohort who are included in the calculation as “non-graduates”, 146 of them either enrolled for a 5<sup>th</sup> year of high school or continued their education after withdrawing from high school:

- 63 transferred to an adult education program (and, therefore, would have been excluded from the State’s calculation of drop-outs for annual accountability reporting but are still considered non-graduates)
- 59 re-enrolled for a 5<sup>th</sup> year at NCA. Based on current achievement, it is likely that between 20 and 25 will graduate by July of 2016, in addition to the 8 already who have graduated.
- 24 transferred to a GED program (and, therefore, would have been excluded from the State’s calculation of drop-outs for annual accountability reporting but are still considered non-graduates)

Unfortunately these students while still enrolled in school are counted as non-graduates according to the NCLB four-year cohort calculation currently being considered by the Authority. Appendix D provides policy recommendations to address this issue, and NCA is seeking further evaluation of this calculation in light of Nevada statutory requirements for annual accountability reports to exclude some of these students from the drop-out rate. If a student is not considered in the drop-out rate calculation, they should not be considered a non-graduate in the four-year cohort calculation. **NCA estimates that if the students who entered a GED program and transferred to an adult education program were not counted as drop-outs in NCA’s 2015 four-year cohort graduation rate, that rate would be 48.18%.**

**If students who enrolled for a 5<sup>th</sup> year, go into Adult Ed, or entered a GED program are removed from the cohort, then the graduation rate for NCA would be 63.3% for 2015.**

## B.4 Lessons from the Data

Although NCA is not officially designated as a credit recovery/alternative school, many students enroll in the school after falling behind in credits during their prior schooling. Discussions of NCA's graduation rate and NCA's performance should consider that NCA is not responsible for the student's experience prior to enrolling in NCA and that NCA often times helps students who have struggled in other schools re-engage and find a path to graduation. NCA has shown that it helps some students recover credits (10.1% of the students who graduated in 2015 were credit deficient when they enrolled), but the school continues to diligently strive to improve its efforts and bring more urgency in the task of credit recovery for credit deficient students, while continuing to provide a rigorous academic program.

Conversely, for those students who enroll in their 11<sup>th</sup> or 12<sup>th</sup> grade and are severely behind in credits, it is simply not realistic to expect that many of them will catch up by the end of their 12<sup>th</sup> grade year. In the 2015 cohort, 54 students entered in the 11<sup>th</sup> or 12<sup>th</sup> grade more than six credits behind. NCA welcomes these students even though it is highly unlikely they will graduate on cohort. NCA's job is not done with these students after their cohort graduates; it works hard to encourage them to continue their schooling. NCA's success with these students is not reflected in the four-year cohort calculation of the graduation rate under NCLB but clearly it is in the student's, the State's and the school's best interest to continuing enrolling and effectively serving these students.

Short of turning away these students (which NCA has no desire to do, and is not statutorily allowed) serving these students in the 2015 cohort created a **16 percentage point handicap for NCA**. That is, regardless of how effective NCA is with every other student including these students who enrolled two to six credits behind, the school's graduation rate for those students will still be reduced by **16 percentage points**.

In the 2015 cohort, more than two-thirds of NCA's non-graduating students continued to pursue an educational certificate of some kind. The state should consider monitoring these students' progress through robust data systems to see how many completed their certificate, whether it is a GED, diploma, or an adult education certificate, because such certificates are important demonstrations of college and career readiness. This is consistent with existing State law which excludes students who continue on to adult education or receive a GED from calculation of the drop-out rate for the State's annual accountability reporting requirements. Given the State's recognition that these students should not be considered dropouts, the State data systems may want to consider adjusting accounting for these stories as success versus failure to graduate. **As stated earlier, the graduation rate for NCA would be 63.3% for 2015 which exceeds the threshold of the State Public Charter Authority if students who enrolled in a 5<sup>th</sup> year, go into Adult Ed or entered a GED program are removed from the cohort.**

## Appendix C

### NCA's Anticipated Four-Year Adjusted Graduation Rate (2016)

NCA is actively monitoring the progress of the students who are anticipated to be part of the federal four-year adjust cohort for the class of 2016. Students from the anticipated cohort have been placed in one of five categories:

- **Group 1:** Those students that are currently enrolled at NCA and on-track for an on-time graduation.
- **Group 2:** Those students that are currently enrolled at NCA and with additional support and completion of credit recovery courses are anticipated to graduate either at the end of the school year or after a summer term and counted as an on-time graduate.
- **Group 3:** Those students that are currently enrolled at NCA but are not anticipated to graduate on-time. Students are typically placed in this category because they are significantly credit deficient. However, there are other possibilities such as a student that enrolled as a second-semester Senior that while on-track credit-wise, still is unable to graduate on-time because accreditation standards require a student to earn at least five credits from NCA.
- **Early Graduates:** Students that have already graduated from NCA, either after three years of high school or after the first semester of their Senior year.
- **Withdrawn Students:** Students that have withdrawn from NCA and have not yet been verified to have transferred to another school or meet other criteria that would remove these students from the cohort.

#### C.1 Detailed Look at the Anticipated 2016 Graduation Cohort

When analyzing the data about the anticipated 2016 graduation cohort, there are many similarities to the 2015 graduation cohort. The anticipated cohort size is larger (518 compared to 334), but the percentage of students that were two or more credits behind at the time of enrollment is very similar (43.1% compared to 42.8%) and the percentage of students that were more than six credits behind at the time of enrollment is slightly larger (20.3% compared to 16.8%).

Figure 1 shows a breakdown of the anticipated graduates and non-graduates as far as credit status upon initial enrollment, based on the grade level at the time of enrollment.

**Figure 1. Anticipated Non-Graduates Credit Status by Grade Level Upon Enrollment**

| Credit Status   | Anticipated Non-Graduates' Grade Level upon Enrollment |                        |                        |                        |
|-----------------|--|------------------------|------------------------|------------------------|
|                 | 9 <sup>th</sup> grade                                  | 10 <sup>th</sup> grade | 11 <sup>th</sup> grade | 12 <sup>th</sup> grade |
| 0 – 2 Deficient | 27   | 20                     | 27                     | 19                     |
| 2 – 6 Deficient | 6  | 23                     | 43                     | 37                     |
| > 6 Deficient   | 0  | 0                      | 65                     | 40                     |

Similar to the 2015 graduation cohort, where 70.7% of the non-graduates enrolled in the last two years of high school, 75.2% of the anticipated 2016 non-graduates enrolled in the last two years, as well, thus providing a shorter period for NCA to catch them up to graduate. Of these students, 80% were two or more credits behind when they enrolled (compared to 75% for the 2015 non-graduates). This is a significant increase in the percentage of students who are two or more credits behind and creates questions about why this is the case. Are more students not meeting Nevada’s standards and are looking for additional options? Are students being referred to NCA because of its open enrollment policy?

Of the students who are anticipated to graduate on time for the 2016 cohort, the data is also similar to the graduates from the 2015 cohort which again shows a stark difference from the anticipated non-graduates. Slightly over one-third of these students enrolled in 9<sup>th</sup> or 10<sup>th</sup> grade, and just 5% of the students arriving in the last two years were two or more credits deficient when they enrolled (2015 comparison is 41% enrolled in 9<sup>th</sup> or 10<sup>th</sup> grade and 6% of the students that enrolled in the last two years were two or more credits deficient upon enrollment.)

**Figure 2. Anticipated Graduates Grade level Age Upon Enrollment**

| Credit Status   | Anticipated Graduates' Grade Level Age upon Enrollment |                        |                        |                        |
|-----------------|--|------------------------|------------------------|------------------------|
|                 | 9 <sup>th</sup> grade                                  | 10 <sup>th</sup> grade | 11 <sup>th</sup> grade | 12 <sup>th</sup> grade |
| 0 -2 Deficient  | 34   | 37                     | 62                     | 69                     |
| 2 – 6 Deficient | 0  | 2                      | 5                      | 2                      |
| > 6 Deficient   | 0  | 0                      | 0                      | 0                      |

## C.2 Additional Information Regarding Withdrawn Students

The students who have already withdrawn make up the largest segment (44.6%) of the projected 2016 cohort. Of the 231 students in this category, 141 (61%) of them withdrew prior to the current school year. Thus one of the largest impacts on the eventual final graduation rate had already been determined prior to when the efforts began in 2015-16 to improve graduation rate. However, increased data reporting efforts instituted during the 2015-16 school year will have long term positive effects in ensuring that increasing immediate efforts are made to identify where students transferred.

It is possible that some of these withdrawn students will be documented as having transferred to another school and thus removed from the final cohort. However, the majority of these students appear to have transferred either to an adult education program (39.4% of the current withdrawals) or a GED program (13.4% of the current withdrawals). Thus the fate of 122 students as “non-graduates” appears to already be determined according to the cohort graduation rate calculation even though these students are persisting in school and receiving other academic credentials that better meet their needs. Under current Nevada law, these students must not be counted as drop-outs for purposes of annual accountability reporting and, therefore, should not be included in the calculation of the graduation rate for the school relative to the Authority’s consideration of potential closure under SB 509. See NRS 385.347.

### C.3 Improvements Made This Year

There are positive signs that the school is on the right track:

- The projected graduation rate reflects a significant increase over the prior year.
- The percentage of anticipated graduates that entered behind in credits is 14.2% of the graduates compared to 10.1% for the 2015 graduates. This is an indication that NCA is doing a better job at helping students that enter credit deficient to graduate on-time.
- When comparing the 2016 anticipated cohort with the 2015 cohort, the percentage of students who enrolled two or more credits behind and the percentage that enrolled six or more credits behind were significantly higher in 2016. Despite having a slightly more challenging population of students this year, the projected graduation rate shows an increase, an indication that the steps taken to improve the graduation rate are showing results.

The initial indications are that the school is headed in the correct direction. With the additional actions outlined in this plan, we are confident that the improvement in graduation rate will accelerate.

## Appendix D

# Policy Considerations – Application of Existing Law and Potential Regulatory Changes

The federal four-year adjusted cohort graduation rate was created to provide a consistent way for the graduation rate to be calculated across all schools and states. A cohort includes the students that start in the school in 9<sup>th</sup> grade, plus all that transfer into the school in later years, minus the students who leave for another school (unless confirming documentation of where the students went is unavailable, in which case the students remain in the cohort under the current method of calculation as discussed in Appendix C). After four years, the number of graduating students from the cohort is divided by the total number remaining in the cohort to get the four-year adjusted cohort graduation rate.

In practice, consistency has not been achieved, due to differences among states in the way they gather, code, and validate the data provided by schools. But more importantly, the cohort graduation rate calculation was designed with traditional schools in mind – schools with low mobility and a fairly consistent student population. This way of calculating the graduation cohort is not a very accurate measure of the performance of a school that has a high percentage of students who were credit deficient when they enrolled in the school or of a school with high student mobility.

To understand why this is so, consider the following example:

*Imagine a school in which half the students enrolled as 11<sup>th</sup> graders and were severely credit deficient when they enrolled. Assume that from the date they enrolled, every single student in the school accumulated credits at a normal on-track pace of three to four credits per semester. Would anyone say this school is a failure? Of course not – every student in the school is accumulating credits on pace.*

*But its four-year cohort graduation rate could not be higher than 50%.*

For most high schools, a significant majority of students remain enrolled during all four years, and so the four-year cohort graduation rate is a more accurate measure of these schools' performance.

But for high schools that are characterized by high mobility rates and a high percentage of students who are deficient in credits when they enroll, the four-year cohort graduation rate is heavily reflective of these students' prior high school experience where they became credit deficient, and not reflective of the performance of the school into which they transferred.

This is true for any school that has a high percentage of incoming students who are credit deficient – whether it is a virtual school, a brick-and-mortar charter school, an alternative school, or a traditional district school. For these schools, further analysis beyond the four-year cohort graduation rate, such as the actual credit accumulation rate of the students, is necessary to reveal how the school has performed.

This is the reason why alternative high schools are typically measured by different criteria. They have high percentage of credit deficient enrollees by design.

## D.1 Transiency Rate and Impact on Learning

According to the Nevada Department of Education, transiency is defined as “the percentage of students who do not finish the school year at the same school they started.”<sup>1</sup> Figure 1 represents transiency rates for the state, Clark County, Washoe, the State Charter Authority, and Nevada Connections Academy (NCA) from the Nevada Department of Education.

Figure 1. Transiency Rates

| District/School <sup>2</sup>          | Transiency Rate |
|---------------------------------------|-----------------|
| State                                 | 26.5%           |
| Clark County                          | 28.8%           |
| Nevada Connections Academy (NCA)      | 43.3%           |
| State Public Charter School Authority | 22.6%           |
| Washoe County                         | 22.0%           |

Virtual schools have a high mobility rate due to the various factors that lead students to choose to enroll in a virtual school. As is illustrated in Figure 1, NCA has a significantly higher mobility rate than the state average as well as the average of the State Public Charter School Authority – over 20 percentage points higher.

Many students choose NCA to solve a problem for a particular period of time such as bullying, medical issues, family situation, pregnancy, or other crisis situation.<sup>3</sup> According to a report by Nevada Kids Count Children on the Move (2005)<sup>4</sup>, transiency has an adverse effect on student learning and “student mobility decreased the chance of students completing high school.” They also reported that “students’ school performance declined when they moved during the later years of high school” and that “educators believe it takes children four to six months to adjust academically after a school change” (NAEHCY, 2002).

Arizona recognizes the effect of transiency on student learning and created a policy that values a “persistence” factor in calculating school performance for alternative and virtual schools. An academically persistent student is “any student who is eligible to re-enroll at the end of the previous fiscal year and re-enrolls in any Arizona public school by October 1 of the current fiscal year. Students in grades 6 through 12 are included in the persistence rate calculation.”<sup>5</sup> If students “persist” in learning, then schools receive points for student persistence in school. The Persistence Rate is equal to the

<sup>1</sup> <http://www.nevadareportcard.com/DI/Help/Glossary#PT>

<sup>2</sup> <http://nevadareportcard.com/PDF/2015/00.E.pdf>

<sup>3</sup> [http://kidscount.unlv.edu/newsletters/Feb\\_2016KCNewsletter.pdf](http://kidscount.unlv.edu/newsletters/Feb_2016KCNewsletter.pdf)

<sup>4</sup> <http://kidscount.unlv.edu/newsletters/childrenonthemove.pdf>

<sup>5</sup> <http://www.azed.gov/accountability/files/2014/11/grad-do-persistence-rate-tech-manual-nov26.pdf>

number of students who re-enroll in the current year divided by the number of students eligible to re-enroll based on prior year. Nevada may want to consider a similar policy for recognizing that students who persist in their educational endeavors are important for the economic and long term future of Nevada.

NCA is committed to helping all students when they enter the school and to providing additional support and interventions when necessary. It is important to identify the issues facing enrolling students and examine the data. We know that many students enroll in NCA because of a temporary crisis or a family issue for which virtual schooling is the only solution, and when the situation is resolved, they return to their traditional school and graduate. The success that these students achieve during their time at NCA is not reflected in NCA's graduation rate calculation. In addition, many students in NCA enroll credit deficient especially in 11<sup>th</sup> and 12<sup>th</sup> grade. Therefore, the four-year cohort model is not an accurate measure of school performance.

Mobility is a challenge for state data systems to accurately track student enrollment. Accurate data reporting is the foundation by which metrics like graduation rate are built and it is imperative that state reporting systems accurately identify and report this population of students. Nevada may want to consider ensuring more robust state reporting mechanisms and resources that not only track transiency but assist schools in locating and properly reporting this highly mobile and transient population.

## D.2 ESSA Changes to Four-Year Cohort Calculation

The Every Student Succeeds Act (ESSA) signed into law this past December changed how the four-year adjusted cohort graduation rate is calculated. A withdrawn student must have been enrolled "at least a half year" in the school (states are free to make this minimum attendance period longer) in order to be counted in the school's four-year cohort. Students who withdraw from a school prior to meeting the minimum attendance period are assigned either to the cohort of the school where the student spent the majority of grades 9-12 or to that of the previous school attended.

This solved the common problem of students dropping out after spending only a short time at a school and being counted in that school's cohort. ESSA recognizes transiency as an important factor in attributing a student's cohort graduation statistic to the appropriate school.

Under the new ESSA calculation, NCA's four-year cohort graduation rate will improve because many students enroll for short periods of time. As mentioned, states can define the minimum attendance period for inclusion in a schools cohort to be longer than half a year.

If this provision had been in place for the NCA 2015 graduation cohort, the effect on NCA's measured four-year cohort grad rate at different minimum attendance period levels is as follows:

- **If minimum enrollment period was set to the lowest allowed, which is 50% of a year: 63 non-graduates would be removed from NCA's cohort and the graduation rate would increase 8 percentage points.**
- **If minimum enrollment period was set to 75% of a year: 86 non-graduates would be removed from NCA's cohort and the graduation rate would increase 12 percentage points.**

This illustrates how volatile a measurement like four-year cohort graduation rate is dependent on simple definitions and calculation methods.

## D.3 Pupil Accounting Policies

Under No Child Left Behind, states had some flexibility defining how pupils were to be accounted for in state accountability systems. Some states used this flexibility to lessen any disincentive to serve at-risk students. Under ESSA, states have even more flexibility to ensure schools are held accountable for student success while at the same time not penalizing those who serve challenging or at-risk populations.

North Carolina has for many years had a program for students with disabilities that led to a standard high school diploma. Nevada should consider adding such a pathway so these students will have every opportunity to gain the knowledge and skills necessary to be self-sustaining adults in their communities and earn a diploma which counts as a graduate for the cohort rate calculation.

In Nevada, the adult education program has three options, only one of which can be considered as a diploma. For purposes of calculating the four-year cohort graduation rate, students are automatically coded as dropouts when in fact all of them may not be, as they might have received a diploma. Nevada should consider a more accurate reporting method to properly account for these graduates. Nevada has an opportunity both to strengthen its adult education program to increase the percentage of students earning a diploma, and adjust the calculation to limit the number of students counted as dropouts and properly record students who earn a diploma.

## D.4 Full Academic Year Definition

Each state has the ability to define a full academic year (FAY) student for purposes of state accountability. Recent trends, possibly due to the expansion of educator evaluation systems that incorporate student performance measures, have included expanding the definition of FAY out of sense of fairness to education professionals and schools. This year Georgia passed legislation requiring a student to be enrolled 90% of the school year to be used in educator evaluations, which may become the standard for school accountability in that state under new provisions of ESSA. Vermont also uses a very simple definition: students must be continuously enrolled from the first day of school until the last day of the school year. Closer to Nevada, Utah established a standard of 160 days of continuous enrollment; Indiana uses 162 days that represents 90% of the school year. As Nevada considers its new flexibility under ESSA, it should revisit the definition of a FAY student to ensure fairness in the system and remove some of the effects of transient students in a fast-growing state and ensure the proper schools are held accountable for a particular student’s performance. The following represents a sample of policies in other states that define FAY in a way that properly allocates performance with the school who served the student for the majority of the school year.

**Figure 2.State Definitions of FAY**

| State   | Statutory Language   |
|---------|--|
| Georgia | Continuous enrollment from the fall FTE count through the spring testing window. |
| Vermont | Continuously enrolled from the first day of school to the last.                  |
| Utah    | Continuous enrollment for no less than 160                                       |
| Indiana | October 1, for 162 days  |

## D.5 Alternative School or Virtual School Classification

As the state considers policies for accountability, Nevada may also want to increase its efforts to develop a separate accountability system for alternative schools and/or virtual schools. Arizona, for example, created a separate virtual school accountability system in 2015 and also has an alternative school accountability system.

According to the National Association of Charter School Authorizers (NACSA), states should include “clear, measurable performance standards to judge the effectiveness of alternative schools, if applicable—requiring and appropriately weighting rigorous mission-specific performance measures and metrics that credibly demonstrate each school’s success in fulfilling its mission and serving its special population.” Alternative and virtual schools want to be held accountable for their performance but on metrics that recognize where students come from and their growth over time enrolled in the school.

Just like district schools establish alternative schools within a district, charter schools and authorizers may want to consider allowing charter schools that serve highly mobile and credit deficient students to establish an alternative school within, or separate from, an existing charter where students who meet identifiable criteria are placed. The 2015 Nevada Legislature adopted an alternative performance framework for schools that meet a minimum 75% student population requirement for serving at-risk students. NCA does not qualify for this alternative framework, in part, because it is not just a high school but a K-12 school. The intent of SB 509 in providing the Authority discretion in the “may” provision for closure was to ensure that this discretion was reasonably exercised and that compelling evidence, such as that discussed herein, would be considered relative to the graduation rate considered for a school’s performance. This allows a concerted effort and focus on a specific subset of a population, creates accountability metrics that accurately and fairly measure student performance, and creates a program targeted to student needs.

## D.6 Multiple Accountability Measures

Graduation rate is one metric among many metrics that determine a success of a school. State proficiency, student growth, and college and career readiness are some measures that states are using to determine school performance. ESSA allows for additional flexibility in determining school quality such as a qualitative measures including parent satisfaction. Policies should consider multiple measures of student performance when considering quality of schools.

According to the Association Supervision Curriculum and Development (ASCD) “any comprehensive determination of student proficiency, educator effectiveness, or school quality must be based on more than just standardized test scores and should use a variety of measures appropriate to the individual or entity being measured.”<sup>6</sup>

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<sup>6</sup> <http://www.ascd.org/ASCD/pdf/siteASCD/publications/policypoints/Multiple-Measures-of-Accountability.pdf>

Nevada is currently in a transition period and has stated that multiple measures will be considered in a new accountability system including growth, science proficiency and other measures of student achievement. A circular from the Nevada Department of Education stated “A new school rating system is being developed and is expected to be in place after the 2016-2017 school year. Academic growth is an important factor when determining school ratings. Based on input from Nevada Stakeholders, growth will remain a measure in the next rating system. Other measures of student achievement from the current rating system are under review. Needed and exciting improvements are to come for Nevada’s school ratings and will include the addition of measuring science proficiency.”<sup>7</sup>

One recommendation presented to the Legislative Education Committee in April 2016 by an alternative school principal proposed that Nevada’s Graduation metric include two measures of accountability so schools could be compared. One measure would be the federal cohort calculation and the other would be a four year continuously enrolled measure that would capture the graduation rate of students who are enrolled in a school for all four years. **For example, 79% of the students graduate at NCA who entered in 9<sup>th</sup> grade and stayed all four years in the 2013 and 2014 graduation cohorts.** Since mobility and transiency are significantly above the state average for NCA, this is a more accurate measure that demonstrates the effectiveness of NCA. Nevada could consider a policy that reports both measurements. Consideration of this is critical and essential under any proceedings, considering the potential for closure under SB 509 and the exercise of discretion based solely on the school’s graduation rate. Additionally, the Authority held a regulation workshop in December 2015 and discussed drafting regulations to implement SB 509 relative to, among other things, closure proceedings and reconstitution. This regulation workshop should be completed to ensure the Authority has clear procedures and standards adopted in accordance with the Nevada Administrative Procedures Act, NRS Chapter 233B, and that all schools understood those procedures. In proper regulatory workshops and hearings, issues such as those raised herein could be considered.

Charter-authorizing best practices also value multiple measures in evaluating charter school performance. According to NACSA, “A quality authorizer designs and implements a transparent and rigorous process that uses comprehensive academic, financial, and operational performance data to make merit-based renewal decisions.”<sup>8</sup> NACSA defines the academic data, which should include: “state-mandated and other standardized assessments, student academic growth measures, internal assessments, qualitative reviews, and performance comparisons with other public schools in the district and state.” Ranking schools in the state based solely on the four-year cohort graduation rate, calculated under NCLB with no accounting for transient rates or mobility, penalizes schools such as NCA for a student’s experience in the system for years prior to entering. It can be viewed as an unreliable metric and should not be used as the sole reason to suggest that NCA should be considered for closure, despite all of its success in student growth rates and re-engagement of students who otherwise would dropout and never graduate. Multiple measurements should be considered to fully evaluate quality of a charter school which is a key best practice in charter school authorizing.

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<sup>7</sup> <http://nspf.doe.nv.gov/Content/PDF/six%20things.pdf>

<sup>8</sup> <http://www.qualitycharters.org/for-authorizers/principles-and-standards/>

# **EXHIBIT 5**

# **EXHIBIT 5**



## Every Student Succeeds Academy

### 2016-2017 Student Contract

**Student Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Learning Coach(es):** \_\_\_\_\_

At Nevada Connections Academy, we believe that every student has the ability to achieve success in school. To help students who are credit deficient, we have developed the Every Student Succeeds Academy (ES2 Academy) which provides support to help students recover credit and increase their chances of graduating on time. Based on your academic record, you have been placed into this program to help you succeed. Your Success Coach, teachers, administration, and learning coach(es), will regularly monitor your progress to ensure your success here at Nevada Connections Academy. As a student, you are expected to adhere to the terms of the contract which is explained in detail below. Please note that your adherence is REQUIRED and failure to do so may result in your removal from any and all of NCA's academic programs. Also, please note that all requirements in NCA's Student Handbook still apply.

In order for a student to be successful in the ES2 Academy, the following expectations ***must be met each week***:

#### 1. Lesson Completion:

Student must complete all of their daily lessons in their planner each week. Lack of lesson completion is equivalent to truancy in the online environment.

- Students who fall behind will be contacted and goals set to get back on track.
- Repeated truancy may be grounds for referral to the administration.

#### 2. Live Lesson Attendance:

Student must attend a minimum of TWO core class LiveLessons per week.

- If attending a LiveLesson synchronously is not possible, student must **obtain prior approval** from his/her success coach, **watch the LiveLesson recording**, then **send a webmail message including a lesson summary** to the Success Coach.

Student must attend bi-weekly check in meetings on Mondays with Success Coach.

- These are short meetings designed to help students develop skills for their personal and academic success.
- The schedule for bi-weekly check ins will be webmailed to students and caretakers as well as placed as ongoing appointments on student planners.

#### 3. Communication:

Student is required to complete a bi-weekly call with his/her success coach. Bi-weekly call schedules will be set up between students, caretakers, and their success coaches.

- Student will communicate with teachers by replying to all webmails and returning all phone calls within 24 hours.



-Student will webmail teachers or telephone when a question about coursework arises.

**4. School Honor Code:**

Student will abide by the school honor code on all assignments.

-Student will not use other work from the Internet, a friend, a family member, or any other outside source and present it as his/her own.

-Student will contact teachers if questions about tests, essays, or other school assignments arise rather than looking to the Internet for answers.

**5. Set Schedule:**

Students are required to submit a schedule indicating hours they will be working on lessons (minimum of 6 hours per day as per state requirements for attendance).

-These schedules should overlap at least part of their day with teacher availability.

-The Success Coach will keep all schedules and any changes must be submitted to Success Coach in writing. (Students may opt to post their schedule as blocks of time on the planner.)

**6. Caretaker Requirements:**

The caretaker/learning coach will ensure that the following items are completed a minimum of once per week:

-Mark student attendance (28 hours minimum required per week)

-Check student gradebook and progress

-Discuss overdue lessons that appear on the Learning Coach home page with student

-Return contacts from school staff within 24 hours

Nevada Connections Academy teachers are committed to creating a learning environment in which a student can succeed; however, it is up to the student to commit to this learning environment with a sense of ownership and responsibility in order to achieve success.

**Failure to abide by this contract may result in removal from the Every Student Succeeds Academy, referral to administration, and/or potential withdrawal from the school.**

This contract is sent by the Success Coach Advisor to both the student and learning coach(es). The read receipt, received by the Success Coach upon the opening of the webmail in which this contract was sent, acts as an electronic signature that all parties agree to the contents of this contract unless otherwise noted with written documentation from the learning coach.

# **EXHIBIT 6**

# **EXHIBIT 6**



**Agreement between  
Nevada Connections Academy for Consulting Services**

This Agreement ("Agreement") is entered into on **September 28, 2016** ("Effective Date") between **Advance Education, Inc. ("AdvancED®")**, a 501(c)(3) non-profit organization incorporated under the laws of the state of Georgia, United States of America and **Nevada Connections Academy** an education provider ("Education Provider") (hereinafter referred to individually as "Party" and collectively as "Parties").

**NOW THEREFORE, FOR AND IN CONSIDERATION** of the mutual promises, covenants and agreements contained herein, the Parties agree as follows:

1. **Scope of Work.** AdvancED shall provide services ("Services") as described in the Statement of Services ("Statement of Services" or "SOS") which is attached hereto and incorporated by reference herein as **Exhibit "A."**
2. **Changes to Statement of Services.** If either Party wants to make changes to the Statement of Services, the Parties must agree on the terms for such changes through the completion and the signing of a Change Request Form ("Change Request Form") to be provided by AdvancED. Any change may impact terms for the Services, such as extend the time for the Services to be delivered and/or result in higher costs. If the changes are significant, as determined by AdvancED, AdvancED may require the Parties to enter into a written amendment to the affected SOS or a separate and new SOS in addition to the signed Change Request Form. No work on the changes to the Services shall commence until the signed Change Request Form and any amendment or new SOS required by AdvancED has been signed by both Parties.
3. **Obligations of Education Provider.** AdvancED's completion of some or all of the Services is subject to Education Provider providing certain content, data, specifications and/or other items as identified by AdvancED. The timeline and AdvancED's allocation of its resources assume that the Education Provider will provide, at or before the time that it is needed, anything required for AdvancED to perform the Services. The timing for the delivery of Services also assumes that none of the applicable specifications or requirements will change and that information provided by Education Provider is accurate. Education Provider acknowledges that any change in data or specifications may result in delays that may jeopardize the meeting of deadlines. AdvancED will not be in breach of the Agreement due to any deadlines missed due to changes in data or specifications requested by Education Provider.
4. **License; Intellectual Property Rights**
  - a. AdvancED hereby grants a non-exclusive and non-transferable, limited license for the use of the AdvancED Standards for Quality Schools and Systems ("Standards") and any other

improvement tools, materials, and products deemed necessary by AdvancED to accomplish the goals and meet the requirements of this Agreement which may include the Adaptive System of School Improvement Support Tools® (“ASSIST®”) and eProve™ (collectively, “AdvancED Products”) to Education Provider. The license for AdvancED Products shall be used solely for the purposes of this Agreement and in collaboration with AdvancED to provide the Services. Said license shall expire upon the termination or expiration of this Agreement whichever is earlier. Notwithstanding the foregoing, if Education Provider is accredited by AdvancED, its license to use AdvancED Products shall continue as long it remains accredited by AdvancED and any and all fees or charges owed to AdvancED are fully paid.

- b. Except as set forth in Section 4(c), neither Party to the Agreement will have any claim to the ownership of any intellectual property rights that belong to the other Party at the date of the execution of the Agreement or that the other party creates or develops pursuant to the Agreement, and nothing in the Agreement will transfer or assign, or obligate a Party to transfer or assign, any intellectual property right now or in the future to any other party to the Agreement or third party.
  - c. All intangible property, inventions, improvements, discoveries, trade secrets, know how, copyrightable work, and any other intellectual property, including any patent, copyright registration, or application therefor, that may be created or developed pursuant to the Agreement, whether or not patentable or copyrightable, which relate to any AdvancED Products, services, systems, tools, or proprietary information or processes, shall be and remain the sole property of AdvancED and no rights in such intellectual property shall be conferred to or upon or be granted or otherwise vested in any other party, and Parties further agree to execute any and all documents or to take any additional actions that may be necessary in the future to fully effectuate this provision. AdvancED shall retain any and all property rights to any and all equipment, supplies, files, accreditation materials and intellectual property produced, supplied or paid for by AdvancED. Any modification or enhancements to AdvancED Products necessary to meet the requirements of this Agreement are and shall remain the property of AdvancED.
5. Term. This Agreement shall commence on the Effective Date and shall continue until June 30, 2017 (“Term”) unless renewed in writing by both Parties. The Agreement may be terminated (a) without cause by either Party with a minimum of thirty (30) calendar days written notice or terminated; (b) with cause upon ten (10) calendar days’ written notice by either Party due to the breach of any of the terms and conditions of this Agreement by the other Party; or (c) until it is terminated by mutual agreement of the parties. Notwithstanding the foregoing, each Party agrees to provide the other with ten (10) business days to cure any cause prior to termination of the Agreement for cause. In all circumstances, AdvancED shall be paid for all Services and work performed up to the date of termination including all expenses incurred.
6. Payment. Education Provider shall pay AdvancED a fee of Nine Thousand Five Hundred Dollars (\$9,500) (“Fee”) for Services. AdvancED shall invoice Education Provider according to the below schedule for Services provided through the date of such invoice. Education Provider shall pay any and all costs of collection, including court costs and reasonable attorney’s fees if AdvancED places Education Provider’s payment obligations for collection. Any amount not paid when due may be subject to interest at the rate of one and one half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, determined and compounded on a daily basis from the date due until the date paid.

| Amount Due | Due Date                    |
|------------|-----------------------------|
| \$4,750    | Full execution of Agreement |
| \$4,750    | June 30, 2017               |

Payments shall be due and payable within thirty (30) days' receipt of an invoice. Invoices shall be sent to:

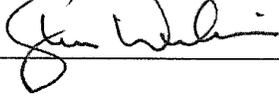
**Amy Taylor**  
[aataylor@nca.connectionsacademy.org](mailto:aataylor@nca.connectionsacademy.org)  
775-826-4200

7. Expenses. Fee includes travel related expenses, including without limitation, any airfare, lodging, meals, etc. Notwithstanding the foregoing, in the event that there are unanticipated expenses, Education Provider shall reimburse AdvancED for expenses that have been approved in writing in advance by Education Provider. AdvancED shall submit receipts for all such approved expenses. Payment for expenses shall be due and payable within thirty (30) days' receipt of an invoice.
8. Confidentiality Requirements. Each Party shall treat all information obtained by it from the other Party through its performance under the Agreement as confidential information, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations hereunder. Parties agree to be bound by the Confidentiality and Non-Disclosure Agreement ("Confidentiality Agreement") entered into between the Parties contemporaneously with the execution of this Agreement. A copy of the Confidentiality Agreement is attached hereto and made a part herewith as Exhibit "B."
9. Entire Agreement. This Agreement entered into between the Parties constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes and merges all prior and contemporaneous agreements, oral or written, with respect thereto. This Agreement may not be changed, modified or altered, nor any of its provisions waived, except by an agreement in writing signed by both Parties hereto.
10. Relationship of Parties. Each Party acknowledges that it has no authority to bind or commit the other Party to any further contractual liability except as may be otherwise agreed in writing. The Parties further agree that there is no intention to form or for the Parties' relationship to be construed as a partnership or joint venture under the laws of any jurisdiction.
11. Applicable Law. This Agreement shall be governed by, interpreted, and construed in all respects in accordance with the laws of the state of Georgia. Any dispute arising under this Agreement shall be submitted to binding arbitration in accordance with the rules and procedures of the American Arbitration Association.
12. Force Majeure. Neither Party to this Agreement shall be responsible for delays or failures in performance resulting from acts beyond the control of such Party. Such acts shall include but not be limited to acts of God, strikes, riots, lock-outs, acts of war, epidemics, fire, earthquakes, or other disasters.

**Signatures on Next Page**

IN WITNESS WHEREOF, the Parties hereto have agreed by their authorized officers as of the day and year indicated by signing below.

Nevada Connections Academy

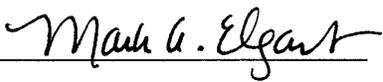
By: 

Printed Name: Steven Werlein

Title: School Leader

Date: Sept. 27, 2016

Advance Education, Inc.

By: 

Printed Name: Mark A. Elgart, Ed.D.

Title: President/CEO

Date: 9/28/16

**Exhibit A**  
**Statement of Services**

AdvancED – Nevada Connections Academy

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**Executive Summary**

Nevada Connections Academy (NCA) is seeking external validation of its data in order to more holistically understand the impact NCA has on graduation. AdvancED will implement an independent Data Validation Review to fulfill the requirements of the Graduation Rate Improvement Plan for NCA while simultaneously examining NCA's ability to provide quality education to all students enrolled in the Academy. AdvancED will conduct a comprehensive treatment of all the conceptual and technical considerations involved in the measurement of graduation rates; taking into consideration relative information regarding students' enrollment status, dropout experiences, and high school completion outcomes. It is AdvancED's understanding that NCA will require data validation for all data associated with both the 2015 graduation cohort and the 2016 graduation cohort.

An overview of AdvancED services, as well as a detailed description of deliverables is provided below.

AdvancED will provide the personnel and resources necessary to deliver the services as outlined below.

**Overview**

In comparison to the complexities involved in measuring student achievement, the challenges associated with counting the number of students who complete high school in a given institution may at first appear trivial. However, the struggle of calculating high school graduation rates with an acceptable degree of validity and reliability is not without its own challenges. Certain issues such as data sources, methods of calculations and who counts as a graduate may cause bias in reporting graduation rates.

For example, a single indicator capturing the percent of students who had received a high school diploma from any institution would arguably be too confining an instrument for measuring the performance and effectiveness of that institution. This would be particularly true of virtual academies where many students who enroll in these institutions are two to six semester-length courses behind, severely off cohort and where mobility rates are extremely high. Evaluation criteria of students who fall under these areas generally are not, and cannot be, established in advance. These types of institutions tend to have lower completion rates for a variety of other reasons related to actual educational conditions rather than methodological considerations. For these reasons, it has been suggested a data validation review taking into consideration indicators based on group-level data from student cohorts (rather than individuals) tracked over time may be more statistically sound.

**Data Validation Review**

Graduation rates are affected by a variety of interrelated data, and a comprehensive analysis of those data is an effective way to evaluate the different factors that may have contributed to an institution's low graduation rate. The purpose of this Data Validation Review (DVR) is to ensure the data used to measure the true graduation rate for Nevada Connections Academy is accurate and reliable. Confirming the accuracy of data is a critical part of the process necessary to validate the effectiveness of the overall institution.

The process of validation will include the review of obtained statistical data provided by NCA and the Nevada Department of Education and will provide clear and coherent allocation of actions and responsibilities to ensure the highest performance, while reducing the possibility of mistakes. The process will identify qualities that characterize good measures and describe the process of selecting and evaluating

appropriate measures that will result in data of the highest quality – data that provide useful, timely, accurate, and comparable information.

The DVR will consist of an in-depth comprehensive review of the policies, procedures, and documentation that support the compilation of the graduation rate measures. This will include, but is not limited to; a hands-on appraisal of every facet of the institution's learning environment, performance, and organizational effectiveness. Information will be gathered, synthesized, and shared in a manner that provides a clear picture of how the institution is performing, what students are learning, and the capacity of the institution to maintain the *AdvancED Standards for Quality Schools*.

AdvancED data validation review experts will examine the extent to which the institution's policies, practices, and conditions support continuous improvement in student performance and school-wide effectiveness. The analysis and evaluation will be based on multiple sources of data and information. Sources of information may include on-site visits, documents, questionnaires/surveys, existing databases and other relevant artifacts. All data will be verified and validated for completeness, correctness and conformance against specified methods, and procedural or contractual requirements. Data will be analyzed to determine what performance indicators may be necessary to identify trends over time that may have contributed to low graduation rates. This process will be a decisional procedure establishing the criteria for accepting, rejecting, or qualifying data. Also, to support the premise that the reported data used to develop plan performance measures are credible to other stakeholders, and that information used to respond to public inquiries are reliable.

The list below identifies key components that may be analyzed during this review.

1. For the time periods 2014 to 2015 and 2015 to 2016:
  - The institution's change in Grades 7-12 annual dropout rates;
  - The institution's change in total leavers (i.e., dropouts, graduates, and other leavers) in relation to Grades 7 – 12 attendance;
  - The institution's change in the numbers and rates of graduates in relation to total leavers;
  - The institution's change in numbers and rates of other leavers in relation to total leavers, and;
  - The institution's change in numbers and rates of dropouts in relation to total leavers.

The results of the comprehensive review process will be helpful in building capacity and sustainability within the institution. NCA can use the results to prioritize areas in need of improvement and establish goals, set measureable objectives, and identify strategies to address root causes of low graduation rates.

| <b>AdvancED Deliverables</b>  |  |
|---|--|
| 1. Data Validation Review:  |  |
| <ul style="list-style-type: none"> <li>• Conduct a comprehensive review of policies, procedures, and documents provided by NCA and the Nevada Department of Education;</li> <li>• Conduct transcript audits for 9<sup>th</sup> graders to determine on-track status for graduation;</li> <li>• Conduct transcript audits for 12<sup>th</sup> graders to verify fulfillment of graduation requirements stated in the schools policies and procedures;</li> <li>• Analyze the process used to measure fidelity of data gathering procedure               <ul style="list-style-type: none"> <li>- Provide actionable information for improving procedure,</li> <li>- Discuss the analysis with the institution's Administrator and Leadership Team;</li> </ul> </li> <li>• Conduct an analysis of graduate and non-graduate trends;</li> <li>• Evaluate the process of monitoring the tracking efforts for withdrawn students;</li> <li>• Evaluate the effectiveness of existing programs designed to deliver personalized learning for every student               <ul style="list-style-type: none"> <li>- Administer stakeholder surveys to determine level of satisfaction in programs implemented,</li> <li>- Review, and analyze stakeholder perception and student performance results; and</li> </ul> </li> <li>• Identify specific Improvement Priorities aligned within the <i>AdvancED Standards for Quality</i> and the Nevada State guidelines for determining graduation rate.</li> </ul> |  |
| 2. Complete written summative evaluation and present to Administrator and Leadership Team.  |  |
| 3. Provide Post-Review Consulting Services (as requested for additional cost.)  |  |

**Itemized Budget**

| Service                                | Description                                | Cost       | Qty | Total             |
|--|--|------------|-----|-------------------|
| Data Validation Review                 | Surveys                                    | \$500.00   |     | \$500.00          |
|  | Report Review/Edit                         | \$1,500.00 | 1   | \$1,500.00        |
|  | AdvancED Data Review Team<br>Member Travel | \$1,800.00 | 2   | \$3,600.00        |
|  | AdvancED Process Coach Travel              | \$1,400.00 | 1   | \$1,400.00        |
| <b>Data Validation Review Subtotal</b> |  |            |     | <b>\$7,000.00</b> |
| Additional Services                    | Consulting Services                        | \$0.00     |     | \$0.00            |
| Project Management                     |  | \$2,500.00 |     | \$2,500.00        |
| <b>Additional Services Subtotal</b>    |  |            |     | <b>\$2,500.00</b> |
| <b>TOTAL</b>                           |  |            |     | <b>\$9,500.00</b> |

**Exhibit B**  
**Confidentiality and Non-Disclosure Agreement**

This Confidentiality and Non-Disclosure Agreement ("Agreement") is made as of **August 31, 2016** between **Advance Education, Inc.** and/or any of its affiliated companies ("AdvancED<sup>®</sup>") and **Nevada Connections Academy** ("Education Provider") (hereinafter referred to collectively as "Parties"). In connection with the Education Provider (whether paid for or voluntary) using, employing, or receiving training in the use of the AdvancED ASSIST<sup>®</sup>, AdvancED Accreditation and/or School Improvement Services, Diagnostics, Standards, and /or any other AdvancED owned proprietary materials or processes ("Approved Purpose"), AdvancED may be disclosing to Education Provider Confidential Information. As a condition of the release by AdvancED of Confidential Information, both Parties agree as follows with respect to said Confidential Information:

1. **CONFIDENTIAL INFORMATION.** As used herein, the term "Confidential Information" shall include any proprietary information or materials created by or on behalf of AdvancED, whether or not marked or otherwise designated as confidential, relating to the business (present or contemplated) and/or customers of AdvancED that Education Provider obtains from AdvancED in connection with the Approved Purpose, including the terms of this Agreement, any and all information concerning techniques, processes, formulas, trade secrets, innovations, inventions, discoveries, research or development and test results, specifications, data, formats, marketing plans and programs, business plans, computer systems and programming, strategies, forecasts, financial information, budgets, projections, customer and supplier identities, addresses or characteristics, agreements between AdvancED and third parties, and the nature and status of discussions or negotiations between Education Provider and AdvancED. Confidential Information shall not include information, if any, which was or becomes generally available to the public other than as a result of a disclosure by Education Provider or by other persons, including Education Provider's agents, to whom Education Provider has disclosed such information.

2. **RESTRICTIONS ON DISCLOSURE.** All Confidential Information shall be held by Education Provider in trust and confidence on behalf of AdvancED. Education Provider shall not disclose or permit access to nor shall Education Provider authorize or permit any other person or entity (collectively, "Person") to disclose or permit access to all or any part of the Confidential Information without the prior written consent of AdvancED. In addition, Education Provider shall use the Confidential Information only for the Approved Purpose, and not in any other manner or for any other reason, including any manner or reason that may be detrimental to AdvancED or any of its affiliated entities. Further, Education Provider shall take such action, legal or otherwise, to the extent necessary to ensure that only those persons who, pursuant to this Agreement, would be permitted access to the Confidential Information are able to obtain such access.

3. **EXEMPTIONS FROM RESTRICTIONS ON DISCLOSURE.** Education Provider may disclose the Confidential Information to comply with applicable law, administrative or court order; provided, however, that in each such instance Education Provider shall notify AdvancED prior to such disclosure and Education Provider shall use reasonable efforts to seek confidential treatment of the Confidential Information. Education Provider may also disclose the Confidential Information to Education Provider's agents on a "need to know" basis. Prior to any disclosure, Education Provider must obtain written approval for the disclosure and the agent must execute a copy of this agreement and agree to be bound by this Agreement's terms. Education Provider and said agent shall be responsible for any breach of this Agreement by agent.

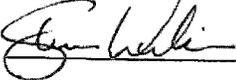
4. **REMEDIES.** Education Provider acknowledges and agrees that the Confidential Information derives independent economic value from not being generally known to the public or to other Persons who can obtain economic value from the disclosure or use of the Confidential Information. Education Provider further acknowledges and agrees that any breach of this Agreement shall constitute a material breach of this Agreement that will cause irreparable injury to AdvancED, not readily measurable in money, and for which AdvancED, without waiving any other rights or remedies at law or in equity, shall be entitled to injunctive relief, if allowed in the jurisdiction.

5. CHOICE OF LAW. The Parties agree that any dispute in any way arising out of or relating to this Agreement will be resolved by arbitration before the American Arbitration Association pursuant to the organization's rules in the state of Georgia and pursuant to Georgia's law as the governing law. The Parties agree that any arbitration award will be enforceable in state or federal court. The prevailing Party in any arbitration proceeding will be entitled to an award of its reasonable costs and attorney fees.

6. MISCELLANEOUS. No assignment, amendment, alteration or modification of this Agreement shall be effective without the prior written consent of all Parties. Whenever examples are used in this Agreement they are intended to be illustrative only and shall not limit the generality of the examples. This Agreement shall continue in full force and effect for a period of five (5) years from the date hereof

**IN WITNESS WHEREOF**, the Parties hereto have agreed by their authorized officers as of the day and year indicated.

**Nevada Connections Academy**

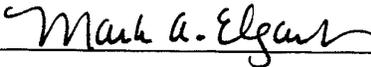
By: 

Printed Name: Steven Werlein

Title: School Leader

Date: 9-27-16

**Advance Education, Inc.**

By: 

Printed Name: Mark Elgart

Title: President/CEO

Date: 9/28/16

# **EXHIBIT 7**

# **EXHIBIT 7**

asked why there was such a precipitous decrease between 10 and 11 grade. Ms. Dukek said there were a few factors that go into the drop. First, they just started offering 12 grade, and they also tend to see a higher percentage of middle schools students enrolling into their program, but then going back to the high school they were zoned for. Member Mackedon suggested segregating out students who had been continuously enrolled at the school in order to determine how the school is educating those children. The Authority continued their discussion on reasons for enrollment decrease from 10 to 11 grade.

Member Abelman said he was having reservations regarding the renewal of Nevada Connections Academy and asked Director Canavero if the school was serving a specific need. Director Canavero said it was the recommendation of the SPCSA staff to renew the charter and with that believed was serving an educational need. Member Abelman asked Nevada Connections Academy what their goals for graduation rates would be in the future. Ms. Dukek said it is the goal of the school to meet or exceed the average graduation rates for the state. Member Wahl also stressed the importance of inputting data correctly when reporting on different metrics in the school. Dr. Rohrer added that she believed the data would be cleaner in subsequent years and with that the graduation rate would improve.

**Member McCord motioned for the approval for the term specified under statute with provisions that Nevada Connections Academy must create a clear plan for math proficiency improvements and high school graduation rates. Member Abelman seconded. The motion carried unanimously.**

### **Agenda Item 13 - Charter Schools Association of Nevada Update**

Jim LaBuda introduced himself to the Authority as the new director of the Charter School Association of Nevada. Mr. Labuda explained his vision for charter schools in Nevada and the reasons that attracted him to the state. He believes innovation is one of the best ways to improve education and that charter schools are a great way to implement these innovations. He also announced the dates and location for the 2013 Charter Schools Association of Nevada conference that is planned for late June in northern Nevada.

### **Agenda Item 9 – Presentation concerning the Authority’s proposed Performance Framework**

Director Canavero began by giving background on the development of the frameworks for measuring outcomes at SPCSA-sponsored charter schools. He said there are three frameworks, Academic, Financial, and Organizational, and he believed the Organizational and Financial frameworks were ready for Authority approval now. He said the Academic Framework is more complicated and needs more input from parties. Director Canavero said these frameworks will be in addition to the Nevada School Performance framework and will do a better job monitoring and showing outcomes of the charter schools in Nevada. He said one of the things that had been disagreed upon with regard to the Academic Framework was the mission-specific goals being included in the Academic Framework’s measurement. Director Canavero said that he and SPCSA staff believed these goals should not be included in the Academic Framework.

Katherine Rohrer, Education Program Professional then detailed the Academic Framework and the differences between it and the Nevada School Performance Framework (NSPF). The NSPF does not include all the charter schools in its measurements because some of the schools are too small for data to be used. Dr. Rohrer said that these schools then would not receive a rating in the system and the SPCSA needs a framework that consistently measures charter schools performance across all spectrums. She then detailed the values used to shape the Academic Framework. Dr. Rohrer than explained the indicators and measures the Academic Framework would be using to monitor the schools.

Member McCord asked if requiring schools to use certain tests would be an infringement on their autonomy. Dr. Rohrer said that they had chosen the Explore ACT plan so there would be standardized data for measurement across all the schools. Director Canavero also added that it is not uncommon for a sponsor, when developing or implementing frameworks require schools to use certain tests as a condition of sponsorship. Chair Conaboy also added that during legislative hearings a constant balance that is debated is autonomy

# **EXHIBIT 8**

# **EXHIBIT 8**

**Patrick Gavin:**

I want to thank this body for your indulgence in this conversation. I appreciate the thoughtful questions and feedback. We think this is a really strong bill. I want to emphasize that Senate Bill 460 deals with the question of how to hold a school that is serving a large alternative population accountable. We have taken pains in working with sponsor of that bill, Senator Harris, Chair of the Senate Committee on Education, to ensure that these elements are aligned. To the degree that we did have a school that was serving an alternative population, they would not be subject to an arbitrary catch-22 situation. We do not want to do that; we want to make sure that we are making thoughtful and judicious decisions. To that end, we have also endeavored to make sure that anything above that "three strikes and you are out" level is discretionary on the part of the Authority or sponsor board so that we can take into account those kinds of nuances. I would submit, however, that in cases where a school has a 27 or a 37 percent graduation rate and is not classified as an alternative school, that is the kind of thing I think we would all agree is not acceptable and that we need to ensure that we are looking very carefully at why that is and if there is some kind of compelling explanation, certainly taking that into account, but also holding any school that is at that level accountable.

**Chair Woodbury:**

I will close the hearing on S.B. 509 (R2). Is there anyone here for public comment?

**Peggy Lear Bowen, Private Citizen, Carson City, Nevada:**

From yesterday's *Reno Gazette-Journal*, this is a letter to the editor that was titled "Tax drama over schools not warranted." It is from David Barrett of Reno.

What is all this hoopla about Nevada's education being among the worst in the nation? Not so, says the "Report Card on American Education, 19th Edition" published by the American Legislative Exchange Council, dated 2014. Have we all been misled? So what is all this drama about raising taxes because Nevada is supposedly among the worst in education in the nation? Nevada is ranked number 12.

In 2011, you all worked very hard to create a better situation than you had found. You gave all sorts of direction. Yesterday during testimony we heard that the Washoe County School District only has one school that is a one-star school left in its entire system. Let the corrections you have made come to fruition in their complexity. If you want to have public charter schools play a more definitive role, please keep them in terms of being embraced by the school districts that want to embrace them to give additional schools with

# **EXHIBIT 9**

# **EXHIBIT 9**

# 2016 GRADUATION RATE ANALYSIS

## BACKGROUND INFORMATION

- Nevada Connections Academy (NCA) is committed to student success and has worked with the Nevada State Public Charter School Authority (SPCSA) on a plan to improve its four year cohort high school graduation rate. This plan was praised and approved by the Authority, and the school is actively implementing this plan.
- **The approved implementation plan outlines a 2016 graduation rate benchmark of 45% for NCA. When Nevada State Law and federal law being implemented are applied, NCA's graduation rate is 56.6%—above the benchmark that was set for 2016.** The school is proud to have met this benchmark under those guidelines and looks forward to continued improvement in the graduation rate as additional supports are implemented and the implementation plan initiatives mature.
- Given the unique population of students that virtual schools like Nevada Connections Academy serve, it is imperative that ***all data and factors*** related to graduation rate are looked at and considered in order to have an accurate understanding of how NCA is helping students succeed—**this document serves to provide a comprehensive look at the school's 2016 graduation rate.**

## 4-YEAR ADJUSTED COHORT GRAD RATE

- Nevada Connections Academy's 4-year adjusted cohort rate for 2016, as determined by the Nevada Department of Education using federal methodology, is 40%—up considerably from the 35.6% in 2015. What is important to note is this singular data point does not take into account the unique student population that the school serves—the student population is highly mobile and many students (49.5% in the 2016 cohort) come to the school credit deficient—nor does it follow Nevada State Law or take into account federal law being implemented. When those factors are included, the graduation rate is 56.6%.
- **For students who are enrolled with NCA for all 4 years of their high school career, the graduation rate is 87.5%.** There were four students in this group who did not graduate and all four of those students are enrolled for a 5<sup>th</sup> year with the school.

## CATEGORIES OF STUDENTS & REVISED GRAD RATES

- The Nevada Department of Education's 4-year adjusted cohort graduation rate is a singular data point that counts many categories of students who make alternative academic progress as non-graduates; however, adjusting for these categories of students would result in a new calculated graduation rate.

STATE AND FEDERAL REGULATIONS—REVISED GRAD RATE

| Student Category           | Details   | Properly Adjusted Grad Rate  | High Level Summary  |
|----------------------------|---|--|---|
| <b>GED/Adult Education</b> | Nevada State Law requires that students who withdraw to attend a GED program or an adult education program <b>NOT</b> be included as dropouts in the Nevada 4-year graduation rate.   | <b>Properly adjusting for students who transferred to a GED or adult education program, NCA’s graduation rate is 50.7%—above the 45% benchmark that was set for 2016</b> | <b>If students transferring to adult education/ GED and ESSA partial attendance are removed from the cohort, effectively applying current Nevada State Law and federal law being implemented, <u>NCA’s graduation rate is 56.6%—above the 45% benchmark that was set for 2016</u></b> |
| <b>ESSA</b>                | Once the Every Student Succeeds Act (ESSA) is implemented, students that fit the ESSA partial attendance definition (enrolled less than half a year) will be removed from the cohort. | <b>Properly adjusting for ESSA partial attendance students, NCA’s graduation rate is 47.2%</b>   |   |

POST-SECONDARY, 5-YEAR, ADJUSTED DIPLOMA—REVISE GRAD RATE

| Student Category                          | Details   | High Level Summary  |
|---|---|---|
| <b>Post-Secondary Institution</b>         | Students classified as non-graduates who enroll in a post-secondary institution remain listed as non-graduates by the Nevada Department of Education even though they clearly have earned the necessary credentials to be considered college and career ready evidenced by their actual acceptance at a post-secondary institution. | <b><i>If all categories of students are excluded (adult education/GED, adjusted diploma, post-secondary institution, 5<sup>th</sup>-year students, and ESSA partial attendance definition), NCA’s graduation rate is 68.2%—well above the 45% benchmark that was set for 2016</i></b> |
| <b>5<sup>th</sup> Year of High School</b> | Students who enroll for a 5th year of high school are demonstrating perseverance as they work to graduate from high school. As of January 24, 2017, 48 non-graduates from the 2016 cohort are enrolled at NCA for a 5th year.   |   |
| <b>Student with Disabilities</b>          | Some students with disabilities may end up receiving an adjusted diploma; these students are currently counted as non-graduates by the Nevada Department of Education.  |   |

## CREDIT DEFICIENT STUDENTS

- A student is considered credit deficient if the **number of credits the student has earned at the time of enrollment is less than the expected number of credits a student in that grade should have earned.**
- **49.5 percent of students in the 2016 cohort arrived at Nevada Connections Academy credit deficient**—essentially, 1 out of every 2 students arrive at the school credit deficient
- Of those students who enrolled in NCA credit deficient **AND** did not graduate (194 students), 65% or 126 students withdrew prior to completing all 4 years of high school, but are still counted against the 4-year graduation rate.
  - **Of those 126 students, 30 students were enrolled less than one quarter and 60 students were enrolled less than one semester of a school year with NCA.**
  - **Most of these students were enrolled at NCA for a small portion of the student's high school career, yet NCA bore full responsibility for their 4-year graduation.**

**EXHIBIT 10**

**EXHIBIT 10**



**NEVADA CONNECTIONS ACADEMY (NCA)  
MINUTES OF THE SPECIAL BOARD OF DIRECTORS MEETING**  
Wednesday, January 25, 2017 at 7:00 p.m. PT

**Held at the following location and via teleconference:**  
Nevada Connections Academy  
555 Double Eagle Court, Suite 2000  
Reno, NV 89521

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**I. Call to Order**

Dr. Harrington called the meeting to order at 7:04 p.m. when all participants were present and able to hear each other. The school was open for the public to attend the meeting.

**II. Roll Call**

Board Members Present: Scott Harrington, Kelly McGlynn, Marisa Delgado, Mindi Dagerman and Tessa Rivera (all via phone);

Board Members Absent: Jafeth Sanchez and Gene Stewart;

Guests Present: Steve Werlein, Principal (in person); Laura Grainer, Board Counsel; Brian Rosta, Josh Daniels, Shon Hocker and Laura Coleman, Connections staff (via phone).

**III. Public Comment**

There were no public comments at this time.

**IV. Routine Business**

a. Approval of Agenda

Dr. Harrington asked the Board to review the Agenda distributed prior to the meeting. There being no changes, Ms. Dagerman made the following motion and it was seconded by Ms. Delgado as follows:

RESOLVED, that the Agenda for the January 25, 2017 Special Meeting of the Board of Directors of the Nevada Connections Academy, as presented, is hereby approved.

The motion passed unanimously.

**V. Closed Session with Board Counsel Relating to State Public Charter School Authority's (SPSCA) Issuance of Notice of Closure**

The Board entered into a Closed Meeting with Board Counsel at 7:05 p.m. as protected by NRS 241.015(3)(b)(2) upon a motion being made by Ms. Dagerman, seconded by Ms. Delgado and confirmed via roll call vote of all Board members present for the purposes of discussion of legal options relating to State Public School Charter School Authority (SPSCA) Issuance of Notice of Closure. Board members in

attendance were Scott Harrington, Kelly McGlynn, Marisa Delgado, Mindi Dagerman and Tessa Rivera. Guests present were: Laura Grainer and Steve Werlein. All others left the meeting at this time.

The Board ended the Closed Meeting and resumed the Open Meeting upon a motion made by Ms. Delgado, seconded by Ms. Rivera and confirmed via roll call vote of all Board members present at 7:28 p.m. No action was taken during the Closed Meeting.

[Ms. Coleman and Mr. Rosta rejoined the meeting at 7:28 p.m.]

## **VI. Approval of Action(s) Necessary Based on Closed Meeting with Board Counsel**

### **i. Elements of Proposed Cure Submitted by NCA to SPCSA**

Dr. Harrington reviewed the elements of proposed cure submitted by NCA to SPCSA as discussed during the Closed Meeting with Board Counsel.

#### Voluntary Board Reconstitution

The Board discussed the proposed voluntary Board reconstitution cure in detail, including the challenges involved with recruiting qualified Board members and benefits to maintaining continuity on the Board during the school year for the benefit of the students. There being no further discussion, a motion was made by Ms. Dagerman and seconded by Ms. Rivera as follows:

[Mr. Hocker rejoined the meeting at 7:33 p.m.]

RESOLVED, that the Board will propose a voluntary board reconstitution cure to the SPCSA for one Board member a year with a provision that existing Board members will serve until a qualified replacement can be found and that the NCA Board agrees to work with the SPCSA to identify potential Board members, as discussed, is hereby approved.

The motion passed unanimously.

#### Graduation Rate Improvement Plan Benchmarks

The Board discussed the proposed graduation rate improvement plan benchmarks in detail. Mr. Werlein reviewed the proposed benchmarks and the school's predicted ability to meet those benchmarks with the General Education Development (GED) and Adult Education students removed from the equation in accordance with Nevada law.. There being no further discussion, a motion was made by Dr. Harrington and seconded by Ms. Rivera as follows:

[Mr. Daniels rejoined the meeting at 7:40 p.m.]

RESOLVED, that the Board will propose the Benchmarks for the Graduation Rate Improvement Plan cure to the SPCSA as follows:

- 45% Graduating 2016 Cohorts;
- 50% Graduating 2017 Cohorts; and
- 60% Graduating 2018 Cohorts;

with the removal of GED and Adult Education students from the calculations as in accordance with Nevada law, as discussed, is hereby approved.

The motion passed unanimously.

### Sever High School Charter from Elementary and Middle Schools

The Board discussed the proposed cure of separating the High School Charter from the Elementary and Middle Schools in detail, as well as establishing an Every Student Succeeds Academy for all credit deficient students entering NCA High School to have a separate graduation rate requirement as approved by the SPCSA. There being no further discussion, Ms. Dagerman made the following motion and it was seconded by Ms. McGlynn as follows:

RESOLVED, the Board will propose severing the High School Charter from the K-8 Charter as well as establishing an Every Student Succeeds Academy for credit deficient High School students, therefore, having a separate graduation rate from the remaining NCA High School, as discussed, is hereby approved.

The motion passed unanimously.

### **VII. Consent Agenda**

Dr. Harrington asked the Board members whether there were any additional items from the Consent Agenda that they wished to have moved to Action Items for discussion, or tabled. There being no changes, Ms. Dagerman made the following motion and it was seconded by Ms. Rivera as follows:

RESOLVED, the Consent Items:

- a. Approval of Minutes from the January 17, 2017 Board Meeting; are hereby approved.

The motion passed unanimously.

### **VIII. Public Comment (as detailed previously in agenda)**

There were no public comments.

### **IX. Adjournment and Confirmation of Next Meeting – Tuesday, February 21, 2017 at 6:30 p.m. PT**

Dr. Harrington noted that the Board was at the end of its agenda and that the next meeting is scheduled for Tuesday, February 21, 2017 at 6:30 p.m. A motion was made by Dr. Harrington, seconded by Ms. McGlynn and carried unanimously to adjourn the meeting at 8:12 p.m.

# **EXHIBIT 11**

# **EXHIBIT 11**

**CHARTER SCHOOL CONTRACT**

**between**

**State Public Charter School Authority**

**and**

**Nevada Connections Academy**

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SIGNATURE PAGE

EXHIBIT #1

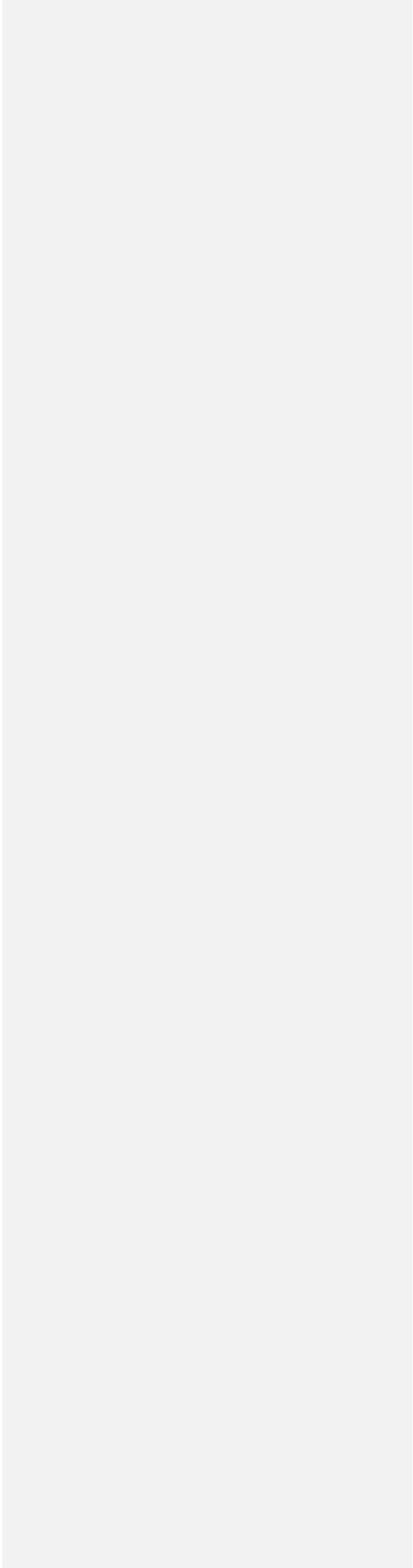
Charter School Performance Framework

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# CHARTER CONTRACT

This agreement constitutes a Charter Contract (the “Charter Contract”) executed between the State Public Charter School Authority (the “Authority”), and Nevada Connections Academy (“NCA”) (collectively, the “Parties”) to continue operations of the Nevada Connections Academy (the “Charter School”), an independent and autonomous public school authorized to operate in the State of Nevada.

## RECITALS

"WHEREAS, The primary consideration of the legislature in enacting legislation to authorize charter schools is to serve the best interests of all pupils, including pupils who may be at risk; and

WHEREAS, The intention of the legislature is to provide:

1. The board of trustees of school districts with a method to experiment with providing a variety of independent public schools to the pupils of this state;
2. A framework for such experimentation;
3. A mechanism by which the results achieved by charter schools may be measured and analyzed; and
4. A procedure by which the positive results achieved by charter schools may be replicated and the negative results may be identified and eliminated; and

WHEREAS, It is further the intention of the legislature to provide teachers and other educational personnel, parents, legal guardians and other persons who are interested in the system of public education in this state the opportunity to:

1. Improve the learning of pupils and, by extension, improve the system of public education;
2. Increase the opportunities for learning and access to quality education by pupils;
3. Encourage the use of different and innovative teaching methods;

4. Establish appropriate measures for and assessments of the learning achieved by pupils who are enrolled in charter schools;
5. Provide a more thorough and efficient system of accountability of the results achieved in public education in this state; and
6. Create new professional opportunities for teachers and other educational personnel, including, without limitation, the opportunity to increase the accessibility and responsibility of teachers and other educational personnel for the program of learning offered;"

WHEREAS, The Authority is authorized by the Legislature to sponsor charter schools pursuant to NRS 386.509; and

WHEREAS, on April 25, 2014, the Authority approved the application for a charter contract pursuant to Assembly Bill 205; and

WHEREAS, the Parties intend that this Charter Contract [serve as a performance contract that governs the operation of the Charter School and sets forth benchmarks for NCA's implementation of its Graduation Rate Improvement Plan;](#)

NOW THEREFORE, in consideration of the mutual covenants, representations, warranties, and agreements contained herein and for other good and lawful consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and Charter School agree as follows:

## Part I: Operation of the School

### 1.1 Establishment

- 1.1.1 As authorized by the Nevada Revised Statute (NRS) 388A.150, the Authority hereby authorizes the operation of the Charter School with the aforementioned conditions, and in accordance with the terms and conditions set forth in this Charter Contract. Deleted: 6,509
- 1.1.2 This Charter Contract is entered into between the Charter School, its governing body (the “Charter Board”) and the Authority.

### 1.2 Parties

- 1.2.1 The person authorized to sign the Charter Contract on behalf of the Charter School is the President of the Charter Board (“Charter School Representative”).
- 1.2.2 The person authorized to sign on behalf of the Authority is the Chair of the Authority or, in the absence of the Chair, the Acting Chair.
- 1.2.3 The Charter School Representative affirms as a condition of this Charter Contract, that he/she is the above-described representative of the Charter School and has authority to sign this Charter Contract on behalf of the Charter School.

### 1.3 Term of Charter Contract

- 1.3.1 The Term of this Charter Contract shall be six (6) years.
- 1.3.2 This Charter Contract is effective upon execution, and the term of the Charter Contract began as a written charter on May 6, 2013 and will terminate on the last day of the school year six years from that date of execution, unless earlier terminated as provided herein. Deleted: i  
Deleted: s  
Deleted: upon execution  
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Comment [LG1]: Greg - this is to avoid terminating the charter on May 6, 2019 -- before the end of the school year.  
Deleted: e

### 1.4 General

- 1.4.1 The Charter School shall not operate for profit and may be incorporated as a nonprofit corporation pursuant to the provision of chapter 82 of NRS.
- 1.4.2 The Charter School believes that all contracts obligating the Charter School have been and will be undertaken by the Charter School in accordance with statute and regulation. By December 1, 2017, the Charter School shall certify that all contracts obligating the Charter School have been undertaken in accordance with statute and regulation or notify the Authority of any contract that are not in accordance with statute or regulations and the efforts in plans to undertake to bring those contracts into conformance. If after the Charter School undertakes good faith efforts to comply with this section, the Charter School needs additional time to comply, it shall be able to request no more than two separate thirty day extensions. Deleted: 6
- 1.4.3 The Charter School and its Charter Board shall operate at all times in accordance with all federal and state laws, local ordinances, regulations and Authority policies adopted as required by law applicable to charter schools. Deleted: lawfully adopted
- 1.4.4 The Charter School shall be deemed a public school subject to all applicable provisions of local, state and federal law and regulation, specifically including

but not limited to health and safety, civil rights, student assessment and assessment administration, data collection, reporting, grading, and remediation requirements, except to the extent such provisions are inapplicable to charter schools.

- 1.4.5 Pursuant to NRS 388A.159, the Local Education Agency of the Charter School is the Authority.

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## 1.5 Charter School Governing Body

- 1.5.1 The Charter School shall be governed by the Charter Board, which Board is deemed a public body, in a manner that is consistent with the terms of this Charter Contract so long as such provisions are in accordance with applicable state, federal, and local law and regulation. (NRS 388A.320)
- 1.5.2 The Charter Board shall have final authority and responsibility for the academic, financial, and organizational performance of the Charter School, and the fulfillment of the Charter Contract.
- 1.5.3 The Charter Board shall be the final authority in matters affecting the Charter School, including but not limited to staffing, job titles, employee salary and benefits, financial accountability and curriculum.
- 1.5.4 The Charter Board shall act in accordance with and is subject to the Nevada Open Meeting Law, Public Records Law, and Nevada Local Government Purchasing laws (NRS 332.039-.148) ↓
- 1.5.5 The Charter Board shall have authority for and be responsible for policy, oversight, and ultimate accountability for operational decisions of the Charter School. The Charter Board shall govern the Charter School pursuant to Nevada law and also the following terms and conditions:
  - 1.5.5.1 Articles of Incorporation and Bylaws. The articles of incorporation, if applicable, and bylaws of the Charter Board shall provide for governance of the operation of the Charter School as a public charter school and shall at all times be consistent with all applicable law, regulation and this Charter Contract. The articles of incorporation, if applicable, are set forth in Exhibit #2 (initially or as amended, the “Articles of Incorporation”) and incorporated herein by reference. The Charter School shall notify the sponsor of changes to the bylaws or Articles of Incorporation.
  - 1.5.5.2 Composition. The composition of the Charter Board shall at all times be determined by and consistent with the articles of incorporation, if applicable, and bylaws and all applicable law and regulation. The complete roster of the Charter Board and each member’s affidavit, resume, and Request for Information shall be maintained in the Authority’s established document library (AOIS). The Charter Board shall notify the Authority of any changes to the Board Roster and submit an amended Board Roster to the documents library within ten (10) business days of their taking effect.
  - 1.5.5.3 Affiliation. Notwithstanding any provision to the contrary in the Charter

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Comment [GDO2]: See new section 12.14

Deleted: The Parties acknowledge that nothing in this Contract shall replace or be construed to eliminate any obligations or rights the Charter School and the Charter Board are subject to under Nevada law.

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Deleted: provided that the Parties acknowledge that the Charter School day-to-day operations are overseen by the school’s administration

Contract, the Articles of Incorporation, if applicable, or the bylaws, in no event shall the Charter Board, at any time, include more than two directors, officers, employees, agents or other affiliates of any single entity, with the exception of the Charter School itself, regardless of whether said entity is affiliated or otherwise partnered with the Charter School. (NAC 386.345(3))

- 1.5.5.4 Conflicts of Interest. The Charter Board shall adopt a Conflicts of Interest Policy (the “Conflicts of Interest Policy”), including provisions related to nepotism and consistent with this section and applicable law by January 1 of the Charter School’s first year of operation . The Charter Board shall, at all times, comply with the provisions of the Conflicts of Interest Policy. The adopted and approved Conflicts of Interest Policy shall be maintained in the Authority’s established document library (AOIS). Any modification of the Conflicts of Interest Policy must be submitted to the Authority within five (5) days of approval by the Charter Board.
- 1.5.5.5 Non-Commingling. Assets, funds, liabilities and financial records of the Charter School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization unless approved in writing by the Authority.

**1.6 Location**

- 1.6.1 The Charter School shall operate and provide educational services, including, without limitation, delivery of instruction or conduct operations at the following location(s):

|   |
|---|
| 555 Double Eagle Ct #2000, Reno, NV 89521 |
|   |
|   |
|   |
|   |
|   |

Additionally, the Charter School may employ personnel who work remotely to provide the above described services.

**1.7 Facilities**

- 1.7.1 The building(s) in which the Charter School is to be located shall be known as the Charter School Facilities (the “Facilities”).
- 1.7.2 The Authority or its designee may, at the Authority’s discretion, conduct health and safety inspections of the Facilities.
- 1.7.3 The Facilities shall meet all applicable health, safety and fire code requirements and shall conform with applicable provisions of the Americans with Disabilities Act and any other federal or state requirements applicable to public charter schools.
- 1.7.4 The Charter School’s relocation to different Facilities shall constitute a material amendment of this Charter Contract and shall not become effective and the

Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority.

- 1.7.5 In the event that legally viable Facilities and/or necessary certificates and permits are not in place for such a relocation, the Charter School may not provide instruction at the new Facilities or otherwise admit pupils into the new Facilities. In such event, the Authority reserves the right to enforce any of the consequences for failure to act in accordance with the material terms and conditions of this Charter Contract.

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## **1.8 Charter School Independence**

- 1.8.1 Neither the Authority nor the board of trustees of the local school district in which the Charter School is located may assign any pupil who is enrolled in a public school or any employee who is employed in a public school to the Charter School. Neither the Authority nor the local school district in which the Charter School is located may interfere with the operation and management of the Charter School except as authorized by NRS 386.490-.610, inclusive, and any other statute or regulation applicable to the Charter School or its officers or employees.
- 1.8.2 The Charter School will be subject to review of its operations and finances by the Authority, including related records, when the Authority, in its sole discretion, deems such review necessary.

## **Part 2: School Operations**

### **2.1 Open Meetings and Public Records**

- 2.1.1 The Charter School shall maintain and implement policies and procedures to ensure that it complies with all applicable laws and regulations relating to public meetings and records.

### **2.2 Mission Statement**

- 2.2.1 The Charter School's mission statement (initially or as amended, the "Mission Statement") shall be as presented in the approved Charter Application appearing in Exhibit #3 and incorporated by reference herein. Any change to the Mission Statement shall be a material amendment to this Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority.

### **2.3 Age; Grade Range; Number of Students**

- 2.3.1 The Charter School shall provide instruction to pupils in such grades and numbers in each year of operation under the Charter Contract as it did during the 2015-2016 academic year.
- 2.3.2 The Charter School may modify the number of students in any particular grade, and number of students within a class, to accommodate staffing exigencies and

attrition patterns provided such modifications are consistent with this Charter Contract.

- 2.3.3 Elimination of a grade level that the Charter School was scheduled to serve; expansion to serve grade levels not identified in 2.3.1; or an annual increase or decrease in total enrollment by more than 10% from the enrollment of October 1 of preceding year shall be a material amendment of this Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority. Authorization to expand may require the Charter School to demonstrate satisfactory academic and financial performance, and organizational compliance. Regardless what enrollment projections are contained in the charter school application approved by the Authority, the first year enrollment on October 1, [2016](#) for the Charter School shall serve as the basis for the 10% annual enrollment increase or decrease for the school's second year; similarly, subsequent years' enrollment on October 1 shall serve as the basis for the following years' enrollment. Each year's enrollment shall be limited to 10% more pupils than the previous year's October 1 enrollment unless the school's request for a material amendment is approved by the Authority. For example, a school enrolling 100 pupils any given year may enroll no more than 110 pupils the following year without Authority approval of a material amendment. It is the responsibility of the Charter School to request the material amendment required by this section 2.3.3 in a timely manner so as to manage the school's enrollment to comply with 2.3.3.

#### 2.4 **Non-discrimination**

- 2.4.1 The Charter School shall not discriminate against any student, employee or other person on the basis of race, color, creed, ethnicity, national origin, gender, marital status, religion, ancestry, disability, need for special education services, income level, athletic ability, proficiency in the English language or any other grounds that would be unlawful if done by any other public school. It shall take all steps necessary to ensure that discrimination does not occur, as required by federal civil rights law.

#### 2.5 **Student Recruitment, Enrollment and Attendance**

- 2.5.1 The Charter School shall make student recruitment, admissions, enrollment and retention decisions in a nondiscriminatory manner and without regard to race, color, creed, national origin, sex, marital status, religion, ancestry, disability, need for special education services or status as credit-deficient. In no event may the Charter School limit admission based on race, ethnicity, national origin, gender, disability, income level, athletic ability, status as credit-deficient or proficiency in the English language, except as authorized by NRS 386.580(8).
- 2.5.2 The Charter School shall adopt and adhere to a Truancy and Absence Policy pursuant to NAC 386.180(5).

- 2.5.3 If there are more applications to enroll in the charter school than there are spaces available, the charter school shall select students to attend using a random selection process that shall be publicly noticed and open to the public.
- 2.5.4 Pursuant to NRS 386.580, Charter School may give enrollment preference based upon criteria established in law and regulation. Should state laws or regulations be amended to alter the nature or application of enrollment preferences, Charter School shall comply therewith upon the effective date of the changes. Before the Charter School enrolls pupils who are eligible for enrollment, the Charter School may enroll a child who:
  - 2.5.4.1 Is a sibling of a pupil currently enrolled;
  - 2.5.4.2 Was enrolled in a tuition-free prekindergarten program at the Charter School or affiliated program with the Charter School;
  - 2.5.4.3 Is a child of a person who is:
    - 2.5.4.3.1 Employed by the Charter School;
    - 2.5.4.3.2 A member of the Committee to Form the Charter School; or
    - 2.5.4.3.3 A member of the Charter Board;
  - 2.5.4.4 Is in a particular category of at-risk and the child meets the eligibility requirements prescribed by the Charter School for that particular category; or
  - 2.5.4.5 Resides within the school district and within two (2) miles of the Charter School if the Charter School is located in an area that the Authority determines includes a high percentage of children who are at-risk.

**2.6 Tuition, Fees and Volunteer Requirements**

- 2.6.1 The Charter School shall not charge tuition or fees of any kind as a condition of enrollment. The Charter School may not impose any fees that a school district would be prohibited by applicable law or regulation from imposing.
- 2.6.2 Nothing in this section shall be interpreted to prohibit the Charter School from imposing fees that a school district would be permitted to impose.
- 2.6.3 Any requirement that a parent commit a number of volunteer hours shall be prohibited unless such a requirement considers individual family circumstances and allows for a waiver of volunteer hours.

**2.7 School Calendar; Hours of Operation**

- 2.7.1 The Charter School shall adopt a school calendar with an instructional program to provide annually at least as many days of instruction as are required of other public schools located in the same school district as the Charter School is located, unless written approval from the Superintendent of Public Instruction provides for a waiver of this requirement. (NRS 386.550)

**2.8 Student Conduct and Discipline**

- 2.8.1 The Charter School shall adopt and adhere to a student discipline policy (the “Discipline Policy”) pursuant to NRS 386.585 and regulation. The Charter School may not remove, withdraw, suspend or expel a pupil against a parent’s

wishes for reasons other than the reasons for suspension or expulsion stated in NRS 392.4655 – 392.4675 or other applicable statute or regulation. Nothing in this provision precludes the Charter School from withdrawing a pupil from the Charter School consistent with applicable law and regulation.

**2.9 Service Agreements, Contracts, Facility Lease or Purchase**

2.9.1 Nothing in this Charter shall be interpreted to prevent the Charter School from entering into a contract or other agreement related to the operation of the school. The Charter School shall include in any agreement or contract entered into that the provisions of any such agreement are enforceable only to the extent they are compliant with applicable law and regulation. The Charter Board is responsible for ensuring that all contracts or other agreements are compliant with existing law and regulation.

2.9.2 The Charter School shall clearly indicate to vendors and other entities and individuals with which or with whom the Charter School enters into an agreement or contract for goods or services that the obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the State of Nevada, the Authority, or the Department of Education.

**2.10 Contracts with an Educational Management Organization (EMO)**

2.10.1 The provisions appearing under 2.9 apply to contracts with an EMO.

2.10.2 Should the Charter School intend to enter into an agreement with an EMO as defined by NRS 386.562, the following provisions shall apply:

2.10.2.1 The Charter School shall ~~comply with all Authority requests for information~~ about the EMO that are reasonably related to the Authority’s duty to ensure that the Charter School is in compliance with all provisions of this Charter Contract and NRS 386.562; and NAC 386.400, 386.405, 386.407, 386.180, and 386.204 or other applicable statute and regulation. For the purposes of this section, the Charter School’s good faith prosecution of a claim for breach of contract against an EMO shall constitute compliance.

2.10.2.2 In no event shall the Charter Board delegate or assign its responsibility for fulfilling the terms of this Charter Contract.

2.10.2.3 Any management contract entered into by Charter School shall include an indemnification provision for the Charter School as follows: “The management company shall indemnify, save and hold harmless against any and all claims, demands, suits, actions, proceedings, losses, costs, judgments, damages, or other forms of liability to third parties, of every kind and description, actual or claimed, including but not limited to attorneys’ fees and/or litigation expenses, including but not limited to injury to property or persons (including but not limited to civil rights violations), occurring or allegedly occurring, in connection with the operation of the management company, or from conduct committed or alleged to have been

**Deleted:** request that the EMO provide the Charter School information to respond to

committed by the management company on the premises of the Charter School, or from conduct committed by the management company's employees, officers, directors, subcontractors, or agents, during the term of this Charter Contract or any renewal thereof. Additionally, the management company shall defend the Authority in any such action or proceedings brought thereon. This provision shall survive the termination of this contract."

- 2.10.2.4 Should the Charter School propose to enter into a contract with an EMO, the Charter School agrees to submit all information requested by Authority regarding the management arrangement, including a copy of the proposed contract and a description of the EMO, with identification of its principals and their backgrounds. Entering into a contract with an EMO when an EMO was not previously engaged, terminating a contract with an existing EMO, or replacing an existing EMO with another EMO is considered a material amendment of the Charter Contract and the Charter School shall not enter into or terminate such contracts without written Authority approval.
- 2.10.2.5 Renewal or renegotiation of an existing contract with an EMO requires the Charter School to notify the sponsor, only, and is not considered a material amendment.

## 2.11 **Employment Matters**

- 2.11.1 All employees of the Charter School shall be deemed public employees.
- 2.11.2 The Charter School agrees to comply with the provisions of NRS 386.595 regarding employment status and NRS 386.590 regarding teacher licensure.
- 2.11.3 Neither the Charter School, nor its employees, agents, nor contractors are employees or agents of the Authority; nor are either the Authority or its employees, agents, or contractors employees or agents of the Charter School. None of the provisions of this Charter Contract will be construed to create a relationship of agency, representation, joint venture, ownership, or control of employment between the Parties other than that of independent Parties contracting solely for the purpose of effectuating this Charter Contract.
- 2.11.4 The Charter School shall have ultimate responsibility for employment, management, dismissal and discipline of its employees, including key personnel employed by an EMO. The Charter School will establish and implement its own dispute resolution process for employment matters.
- 2.11.5 The Charter School may not employ instructional personnel whose certificate or license to teach has been revoked or is currently suspended by the state board of education in this state or another state. (NRS 386.590(a))
- 2.11.6 An employee of a charter school is eligible for all benefits for which the employee would be eligible for employment in a public school, including, without limitation, participation in the Public Employees Retirement System in a manner consistent with NRS 386.595.

- 2.11.7 The Charter School shall conduct criminal background checks and act in accordance with NRS 386.588.
- 2.11.8 The Charter School shall maintain employee files as identified in the Operations Manual, which are subject to audit by the Authority or other appropriate entity.
- 2.11.9 If the Charter School receives Title I funding, it must ensure that 100% of teachers in core academic subjects are Highly Qualified (as defined in the Elementary and Secondary Education Act) or are working pursuant to a plan to achieve Highly Qualified status.
- 2.12 **Student Health, Welfare and Safety**
  - 2.12.1 The Charter School shall comply with all applicable federal and state laws and regulations concerning student health, welfare, and safety, including but not limited to state laws regarding the reporting of child abuse, accident prevention and disaster response, and any applicable state and local regulations governing the operation of school facilities.
- 2.13 **Transportation**
  - 2.13.1 If applicable, the Charter School shall be responsible for providing students transportation consistent with the plan proposed in the approved Charter Application appearing in Exhibit #3 and incorporated herein.
  - 2.13.2 The termination or change of transportation shall constitute a material amendment of this Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority.

### Part 3: Educational Program

- 3.1 **Design Elements**
  - 3.1.1 The Charter School shall have control over and responsibility for delivery of the educational program and for attainment of the performance standards as set forth in the charter school performance framework (the “Charter School Performance Framework”) Exhibit #1, as amended by Exhibit #1.1, incorporated herein. The Charter School shall have discretion to modify, amend, adapt, and otherwise change the educational program as it deems necessary to achieve the performance standards so long as such changes are consistent with the Charter Application and the Charter Contract.
  - 3.1.2 In determining whether or not the Charter School complies with the essential terms of the educational program, the Authority will use the Charter Application (initial or as amended) as the basis to assess fidelity.
- 3.2 **Curriculum**
  - 3.2.1 The Charter School’s educational program shall meet or exceed Nevada’s content standards.
- 3.3 **Student Assessment**
  - 3.3.1 The Charter School shall be subject to and comply with all requirements

related to the state assessment and accountability system for public schools.

- 3.3.2 Nothing in this section prohibits the Charter School or the Authority from assessing student learning outside of and in addition to the state’s testing program.
- 3.3.3 Educational program matters not specifically identified in this Charter Contract shall remain within the Charter School’s authority and discretion.

3.4 **Special Education**

- 3.4.1 The Authority is the “local education agency” (“LEA”) for purposes of compliance with the Individuals with Disabilities Education Act (“IDEA”).
- 3.4.2 The Charter School shall provide services and accommodations to students with disabilities as set forth in the Charter Application and in accordance with any relevant policies thereafter adopted, as well as with all applicable provisions of the Individuals with Disabilities Education Act (20 U.S.C. § 1401 et seq.) (the “IDEA”), the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) (the “ADA”), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (“Section 504”), and all applicable regulations promulgated pursuant to such federal laws. This includes providing services to enrolled students with disabilities in accordance with the individualized education program (“IEP”) prescribed by a student’s IEP team. The Charter School shall comply with all applicable requirements of state law and regulation concerning the provision of services to students with disabilities.
- 3.4.3 An annual Memorandum of Understanding which defines the rights and responsibilities of the Charter School acting as a school of the LEA and the Authority acting as LEA for the purposes of Special Education, distribution of federal funds, and other LEA responsibilities will be annually updated and disseminated by the Authority and signed by the Parties.
- 3.4.4 The Charter School shall maintain a special education reserve as a financial reserve or demonstrate, to the Authority’s satisfaction, that the Charter School carries an insurance policy with sufficient coverage to ensure compliance with the indemnification and financial obligations of the Charter School. Such reserve or insurance product shall not in any way limit the Charter School’s obligation in the event the special education reserve or insurance product is insufficient to fully pay costs incurred in connection with any claim or claims, and the Charter School shall remain fully responsible for any and all costs incurred in connection with such claim or claims. The Charter School shall keep any special education reserve separate from and not utilize it to satisfy any other requirements applicable to the Charter School. Any special education reserve shall be maintained in a separate bank account and shall be equal to \$25,000 plus the interest that has been earned in this account to date. The Charter School shall fully fund any reserve account by the end of its fifth year of operation and contribute to it in a manner that can reasonably be

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expected to reach this goal. If money is withdrawn from the reserve account, unless otherwise agreed to in writing by the Authority, the Charter School shall be required to replace all sums withdrawn by the end of the subsequent fiscal year.

### 3.5 **English Language Learners**

- 3.5.1 The Charter School shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The Charter School shall adhere to policies and procedures for identifying, assessing and exiting English language learners, consistent with all applicable laws and regulations. The Authority and the Charter School will work to assure compliance with any and all requirements of the state and federal law regarding services to English language learners.

## Part 4: Charter School Finance

### 4.1 **Financial Management**

- 4.1.1 The Charter School shall control and be responsible for financial management and performance of the Charter School including budgeting and expenditures. The Charter School shall operate on a fiscal year that begins July 1 and ends June 30.
- 4.1.2 At all times, the Charter School shall maintain appropriate governance and managerial procedures and financial controls, including without limitation: (1) commonly accepted accounting practices and the capacity to implement them; (2) a bank account maintained within this State; (3) adequate payroll procedures; (4) an organizational chart; (5) procedures for the creation and review of monthly and quarterly financial reports, including identification of the individual who will be responsible for preparing such financial reports in the following fiscal year; (6) internal control procedures for cash receipts, cash disbursements and purchases; and (7) maintenance of asset registers and financial procedures for grants in accordance with applicable federal and state law.
- 4.1.3 The Charter School shall undergo an independent financial audit conducted in accordance with governmental accounting standards and GASB #34 performed by a certified public accountant each fiscal year. The results of the audit will be provided to the Authority in written form in accordance with the date established by law and regulation and identified in the Reporting Requirements Manual. The Charter School shall pay for the audit.
- 4.1.4 The Charter School shall prepare quarterly financial reports for the Authority in compliance with this Charter Contract. Such reports shall be submitted to

the Authority no later than fifteen (15) days following the end of each quarter, as defined in the Reporting Requirements Manual.

- 4.1.5 The Charter School agrees to maintain financial records in accordance with the governmental accounting method required by the Nevada Department of Education (the “Department”) and/or Authority and to make such records available upon request.
- 4.1.6 The Charter School shall use and follow the chart of accounts and any grant codes as defined by the Department in the Nevada Common Elements for Accounting and Reporting K-12 Educational Finances.
- 4.1.7 The Charter School shall assure that all financial records for the school are maintained, posted and reconciled at least monthly, and are open for public inspection during reasonable business hours.
- 4.1.8 The Charter School shall establish procedures for ensuring that funds are disbursed for approved expenditures consistent with the Charter School’s budget.
- 4.1.9 Pursuant to NAC 387.770, the Charter School shall maintain a complete and current inventory of all school property and shall perform a physical inventory annually. Any asset acquired by the Charter School is the property of the Charter School for the duration of the Charter Contract and any subsequent renewals. The Charter School shall take reasonable precautions to safeguard assets acquired with public funds. The Charter School shall manage all assets consistent with the requirements of applicable law and regulation, including without limitation NAC 387.335, 387.342 and 387.360; and NRS 386.536.
- 4.1.10 If the Charter School’s records fail to establish clearly whether an asset was acquired with the use of public funds, the assets shall be deemed to be public assets.
- 4.1.11 Except as may be expressly provided in this Charter Contract, as set forth in any subsequent written agreement between the Charter School and the Authority pursuant to NRS 386.561, or as may be required by law, neither the Charter School nor the Authority shall be entitled to the use of or access to the services, supplies, or facilities of the other. Any service agreements between the Authority and the Charter School shall be subject to all terms and conditions of this Charter Contract, except as may be otherwise agreed in writing. The purchase of any services not expressly required under this contract or set forth in any subsequent written agreement between the Charter School and the Authority or required by law, shall not be a condition of the approval or continuation of this contract.
- 4.1.12 The Charter School shall comply with other requirements as may be imposed through state law or regulation, from time to time, on charter school finances, budgeting, accounting, and expenditures, provided that the Authority shall provide technical assistance regarding material changes to state law and

regulation, and the Parties will collaborate to assure that they each remain reasonably current on the impact of any modifications on charter schools. The Parties agree that the Charter School retains primary responsibility for compliance with state law and regulation.

4.1.13 The Charter School is solely responsible for all debt it incurs, and the Authority shall not be contractually bound on the Charter School's account to any third party. A statement to this effect shall be a provision of any and all contracts entered into by the Charter School.

#### 4.2 **Budget**

4.2.1 In accordance with law and regulation and as identified in the Reporting Requirements Manual, the Charter School shall submit to the Department and the Authority the school's tentative budget for the upcoming fiscal year and the Charter School shall submit to the Department and the Authority the school's final budget for the upcoming fiscal year. The budget shall:

4.2.1.1 Be presented on forms prescribed by the Nevada Department of Taxation; and

4.2.1.2 Not provide for expenditures, inter-fund transfers, or reserves in excess of available revenues plus beginning fund balances.

#### 4.3 **Charter School Funding**

4.3.1 Charter School shall receive, directly from the Department, state and local aid in an amount equal to its weighted count of enrollment multiplied by the per pupil Distributive School Account amount for the county of residence of each student plus the per pupil Outside Revenue amount for that county. The count of pupils for calculating the basic support for distribution to a charter school is the "Average daily enrollment" as defined by NRS 387.1211.

4.3.2 The Charter School shall maintain and transmit all necessary student information in the format prescribed by the Department to evidence enrollment and attendance of students for purposes of receiving state aid. The Charter School will receive state payment from the Distributive School Account directly from the Department, based on "Average daily enrollment" as defined by NRS 387.1211.

4.3.3 The Charter School shall receive state aid payments quarterly unless the quarterly payments exceed \$500,000 at which time the Department will pay state aid in monthly installments directly to the Charter School.

4.3.4 All state aid payments to the Charter School are subject to correction pending the outcome of the Department's annual Pupil Enrollment and Attendance Audit.

#### 4.4 **Authority Funding**

4.4.1 The yearly sponsorship fee to be paid by the Charter School to the Authority must be in an amount of money not to exceed two (2) percent but at least one (1) percent of the total amount of money apportioned to the Charter School

during the school year pursuant to NRS 387.124. (NRS 386.570)

- 4.4.2 The Authority shall notify the Charter School in February of the fee anticipated to be charged pursuant to NRS 386.570 in the following fiscal year.

## Part 5: Insurance and Legal Liabilities

### 5.1 Insurance

- 5.1.1 The Charter School shall provide and maintain, at its sole expense without reimbursement, adequate insurance, pursuant to NAC 386.215, necessary for the operation of the school, including but not limited to, property insurance, general liability insurance, workers' compensation insurance, unemployment compensation insurance, motor vehicle insurance, and errors and omissions insurance covering the Charter School and its employees. Should the State legislature or State Board of Education change the amount and/or type of insurance coverage required, the Charter School shall take necessary steps to ensure compliance with the law or regulation within thirty (30) days of receiving notice by the Authority of such change. The Authority shall be named as additional insured under all insurance policies identified under NAC 386.215.

### 5.2 Liability

- 5.2.1 As required by NRS 388A.366, the Charter School agrees that the Authority is not liable for the acts or omissions of the Charter School, its officers, agents, or employees. The Charter School agrees to hold harmless, indemnify and defend the Authority against any claim or liability arising from an act or omission by the governing body of the charter school or an employee or officer of the charter school. An action at law may not be maintained against the sponsor of a charter school for any cause of action for which the charter school has obtained liability insurance and shall provide such indemnification as required by NRS 388A.366.
- 5.2.2 If the Charter School files a voluntary petition for bankruptcy or is declared bankrupt during a school year, neither the State of Nevada nor the Authority may be held liable for any claims resulting from the bankruptcy pursuant to NRS 386.575.

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Comment [GDO3]: Inserted from NRS 388A.366.

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## Part 6: Transparency and Accountability

### 6.1 Charter School Reporting

- 6.1.1 The Authority shall provide the Charter School with a Reporting Requirements Manual on or before the commencement of the contract year and updated at least annually. The Authority shall endeavor to make the Reporting Requirements Manual as complete as possible. The Charter School shall be responsible for submitting timely and complete reports in accordance with the Reporting Requirements Manual.

6.1.2 The Authority shall provide the Charter School with an Operations Manual on or before the commencement of the contract year and updated at least annually.

6.2 **Additional Reporting**

6.2.1 The Charter School shall be responsible for additional reporting as required for compliance with state law and regulation, federal requirements, and other applicable external reporting requirements.

6.3 **Authority Reporting**

6.3.1 The Authority shall produce and make available reports to the Charter School in a manner consistent with the Reporting Requirements Manual.

## Part 7: Oversight

7.1 **Authority**

7.1.1 Pursuant to NRS 386.509, the Authority shall have broad oversight authority over the Charter School and may take all reasonable steps necessary to confirm that the Charter School is and remains in material compliance with this Charter Contract, the Charter Application, and applicable law and regulation. The Authority's oversight of the Charter School shall include, but not be limited to, the following activities:

- 7.1.1.1 Oversight, intervention, termination, renewal, and closure processes and procedures for the Charter School as set forth [in this Contract and](#) Nevada law;
- 7.1.1.2 Reviewing the performance and compliance of the Charter School within the terms of this Charter Contract and applicable laws, policies and regulations;
- 7.1.1.3 Ensuring the Charter School's compliance with reporting requirements;
- 7.1.1.4 Monitoring the educational, legal, fiscal, and organizational condition of the Charter School; and
- 7.1.1.5 Providing guidance to the Charter School on compliance and other operational matters.

7.2 **Inspection**

7.2.1 All records established and maintained in accordance with the provisions of this Charter Contract, applicable policies and/or regulations, and federal and state law shall be open to inspection by the Authority and other applicable agencies, entities, or individuals within a reasonable period of time after request is made.

7.3 **Site Visits**

7.3.1 The Authority shall visit the Charter School at least once as a component of the Mid-Term evaluation as defined in the Charter School Performance Framework. Authority may, at its discretion, conduct formal, targeted school visits. Such site visits may include any activities reasonably related to

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fulfillment of its oversight responsibilities including, but not limited to, inspection of the facilities; inspection of records maintained by the Charter School; and interviews of school and other stakeholders.

**7.4 Notification**

- 7.4.1 The Charter School shall notify the Authority immediately of any conditions that it knows are likely to cause it to violate the terms of this Charter Contract or the Charter Application. Such notification shall not be construed as relief from the Charter School's responsibility to correct such conditions.
- 7.4.2 The Charter School shall notify the Authority immediately of any circumstances requiring the closure of the Charter School, including but not limited to natural disaster, other extraordinary emergency, or destruction of or damage to the school facility.
- 7.4.3 The Charter School shall immediately notify the Authority of the arrest or charge of any members of the Charter Board or any Charter School employee for a crime punishable as a felony, any crime related to the misappropriation of funds or theft, any crime or misdemeanor constituting an act against a minor child or student, or of the investigation of a member of the Charter Board or any Charter School employee for child abuse.
- 7.4.4 The Charter School shall notify the Authority immediately of any change to its corporate legal status.
- 7.4.5 The Charter School shall notify the Authority immediately of any default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more.
- 7.4.6 The Charter School shall notify the Authority immediately if at any time the Charter School receives notice or is informed that the Charter School or the Authority are parties to a legal suit.

**7.5 Intervention**

- 7.5.1 Consistent with any oversight practices set out in the Charter School Performance Framework, the Authority shall follow a progressive system of notification and calls for corrective action on the part of the Charter School.
- 7.5.2 Any complaints or concerns received by the Authority about the Charter School or its operation including but not limited to complaints filed with the Office for Civil Rights, the Nevada Attorney General's Office, and Equal Employment Opportunity Commission, shall be forwarded promptly by the Authority to the Charter School.
- 7.5.3 The Charter School shall promptly forward to the Authority any formal complaints or concerns received by the Charter School filed with or from the Office for Civil Rights, the Nevada Attorney General's Office, Equal Employment Opportunity Commission, and/or formal grievances filed by any party with the Charter Board. Such forwarding of complaints or concerns shall not relieve Charter School of the responsibility of resolving the complaints or

concerns.

7.5.4 The Charter School shall indemnify the Authority for any costs, attorney fees, and/or financial penalties imposed on the Authority by state and/or federal authorities due to actions or omissions of the Charter School relative to regulatory compliance.

7.5.5 To the extent that concerns or complaints received by the Authority about the Charter School may trigger Authority intervention, including termination or non-renewal of the Charter Contract under [this Contract or](#) Nevada law, the Authority may monitor the Charter School's handling of such concerns or complaints. In such cases, the Authority may request and the Charter School shall provide information regarding the Charter School's actions in responding to those concerns or complaints.

## Part 8: Termination and Default Termination

### 8.1 Termination

8.1.1 ~~As provided by NRS 388A.300,~~ this Charter Contract may at any time be terminated by the Authority before its expiration upon determination and majority vote of the Authority that the Charter School, its officers or its employees:

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8.1.1.1 Committed a material breach of the terms and conditions of the Charter Contract;

8.1.1.2 Failed to comply with generally accepted standards of fiscal management;

8.1.1.3 Failed to comply with the provisions of NRS 386.490 to 386.610, inclusive, or any other statute or lawful regulation applicable to charter schools; or

8.1.1.4 Persistently underperformed, as measured by the performance indicators, measures and metrics set forth in the Charter School Performance Framework for the Charter School.

8.1.1.5

8.1.2 ~~Pursuant to NRS 388A.330,~~ the Charter Contract may be terminated by the Authority if the Charter School has filed for a voluntary petition of bankruptcy, is adjudicated bankrupt or insolvent, or is otherwise financially impaired such that the Charter School cannot continue to operate.

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8.1.3 ~~Pursuant to NRS 388A.330,~~ the Charter Contract may be terminated by the Authority if the Authority determines that termination is necessary to protect the health and safety of the pupils who are enrolled in the Charter School or persons who are employed by the Charter School from jeopardy, or to prevent damage to or loss of property of the school district or the community in which the Charter School is located.

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8.1.4 ~~Pursuant to NRS 388A.330,~~ the Charter Contract may be terminated by the Authority if the Authority determines that the committee to form the charter

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school or charter management organization, as applicable, or any member of the committee to form the charter school or charter management organization, as applicable, or the governing body of the charter school has at any time made a material misrepresentation or omission concerning any information disclosed to the Authority

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8.1.5 Pursuant to NRS 388A.330, the Charter Contract may be terminated by the Authority if the Authority determines that the charter school operates a high school that has a graduation rate for the immediately preceding school year that is less than 60 percent;

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8.1.5.1 For the graduating cohorts, as defined by NAC 389.0246, of 2016-2017 academic year, 2017-2018 academic year, and 2018-2019 academic year the Charter School's Charter Contract shall not be eligible for termination based on a graduation rate, as calculated by the Nevada Department of Education, below 60%. However, the Charter School shall be eligible for reconstitution of its governing board if its graduation rate is below the 2018-19 benchmark established by this section. Graduation rate benchmarks: the Charter School Performance Framework for the Charter School.

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Deleted: attempt to meet or exceed the graduation rate benchmarks set forth in this section. If the Charter School fails to meet those benchmarks, the Authority may continue to exercise all rights set forth under Nevada law.

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Deleted: For the graduating cohorts included in this section, judicial review of any decision to reconstitute the governing board, or appoint a receiver under this section or NRS 388A.330(1)(e) shall be limited to a review of whether the school has or has not achieved the annual graduation rate target.

Academic Year Cohort 2017-18: 49%

Academic Year Cohort 2018-19: 60%

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If the Charter School fails to meet the 2017-18 benchmark, a financial accountability penalty shall be applied as follows:

The School will be required to demonstrate year over year improvement in its graduation rate, as measured by the following targets:

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2017 graduation rate -- 49%

2018 graduation rate -- 60+%

NCA will continue to be funded in accordance with applicable Nevada and federal law. However, in any given year identified above where the school's graduation rate (as measured in accordance with then applicable federal and state law) falls below the target graduation rate set forth above, the school would be subject to a reimbursement penalty calculated as follows:

1. Identifying the student population used to determine penalty

- Exclude all K-8 students,
Exclude all high school students on track to graduate on

time (defined as all first-year 9th graders, 10th graders who began the school year with at least 5 credits, 11th graders who began with at least 11 credits, or 12th graders who began with at least 17 credits).

- Exclude all high school students with 504 plans and IEPs.

- Exclude all high school students who enrolled part-time (if there are any it is a handful), or who are not enrolled for the full semester (Start Date > 1st day of semester (either first or second semester)).

- Exclude all high school students who withdraw from NCA and transfer to another high school (or its recognized equivalent) located within Nevada or elsewhere within the United States or abroad.

2. Calculating the penalty based on the remaining students (high school students not on track and without 504s & IEPs)

- Assume full funding for a full year student is \$7,000 per year, roughly 1/7th supports “administrative costs” (administration, counseling services, etc.) and the remaining can be allocated per course - approximately \$1000 per full credit and \$500 per 1/2 credit.

- 6 credits (12 1/2 credits) is full funding for a full school year, 3 credits (6 1/2 credits) is full funding for a 1/2 school year (e.g., a student who is only enrolled for a full semester, perhaps with a start date 11/1 but who stays through the end of the year).

- Students are evaluated only for those semesters during which they are fully enrolled - students can be full year students or 1/2 year students.

- Penalty is lost funding per half-credit: 1/14th of the funding earned by a full-time student enrolled for the entire school year or 1/7th of the funding earned by a 1/2-year student (assumed \$500 in this example) for every 0.5 credit below the target of six during the academic year in question for a full-year student or below the target of three for a 1/2-year student.

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8.1.6 Pursuant to NRS 388A.330, the Charter Contract may be terminated by the Authority if the Authority determines that the charter school operates an elementary or middle school or junior high school that is rated in the lowest 5 percent of elementary schools, middle schools or junior high schools in the State in pupil achievement and school performance, as determined by the Department pursuant to the statewide system of accountability for public schools; or

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8.1.7 Pursuant to NRS 388A.330, the Charter Contract may be terminated by the Authority if the Authority determines that pupil achievement and school performance at the charter school is unsatisfactory as determined by the Department pursuant to criteria prescribed by regulation by the Department to measure the performance of any public school.

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8.1.8 Except as otherwise provided in section 8.1.5.1 of this contract, in any instance of termination, reconstitution, the Authority shall provide to the Charter School written notice of termination, which notice shall include its findings and reasons for such action, and adhere to the process outlined in NRS 388A.330.

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8.2 **Default Termination**

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8.2.1 The Authority shall terminate the Charter Contract if the school receives in any period of 5 consecutive school years, three annual ratings established as the lowest rating possible indicating underperformance of a public school, as determined by the Department pursuant to the statewide system of accountability for public schools. The charter school’s annual rating pursuant to the statewide system of accountability based upon the performance of the charter school for any school year before the 2016-2017 school year must not be included in the count of annual ratings for the purposes of this subsection.

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8.3 **Other Remedies**

8.3.1 The Authority may impose other appropriate remedies for breach including, but not limited to, a required corrective action plan. Remedies available under this section shall not include termination, reconstitution, or receivership.

Deleted: <#>**Dispute Resolution!**  
<#>Parties agree to implement the following dispute resolution plan in good faith: ¶  
For purposes of this section, a “dispute” is a disagreement over a non-material matter concerning the operation of the charter school. In the event a dispute arises between the Charter School and the Authority or its staff, the charter school shall submit, in writing, a statement outlining its complaint and proposed resolution to the Director of the Authority or his/her designee for review. The Director will respond to the complaint and proposed resolution, in writing, within thirty (30) calendar days outlining whether or not he/she agrees with the complaint and whether he/she accepts the proposed resolution or offers an alternative resolution to the complaint. If the charter school is not satisfied with the response from the Director, it may request, in writing, a review by the President of the Authority. The President of the Authority will respond, in writing, within fifteen (15) calendar days stating whether or not he/she agrees with the complaint and if so, whether he/she agrees with the proposed resolution, or proposing an alternative resolution to the charter school. In the event these representatives are unable to resolve the dispute informally, pursuant to this procedure, the complaint and proposed resolution will be submitted to the Authority at the next available meeting for its consideration. The Authority will decide whether or not it agrees with the complaint or any proposed resolution. Any decision by the Authority is considered final agency action.

**Part 9: Closure**

9.1 **Closure**

9.1.1 In the event that the Charter School is required to cease operation for any reason, including but not limited to non-renewal, termination, or voluntary surrender of the Charter Contract, the Charter School shall cooperate fully with the Authority to ensure the orderly closure of the Charter School in a manner consistent with state law and regulation (NRS 386.536), including, but not limited to:

9.1.1.1 Securing student records; assisting students with their enrollment in other schools; financial responsibilities and preserving financial records.

9.1.2 Nothing in this Part shall constitute a waiver of any right the Charter School has to seek judicial relief of an action resulting in the cessation of operation.

**Part 10: Dispute Resolution**

INTENTIONALLY OMITTED

**Part 11: School Performance Standards and Review**

11.1 **Performance Standards**

11.1.1 The Charter School Performance Framework is composed of indicators, measures, metrics, targets, and ratings to measure the academic, financial, organizational and mission specific, if applicable, performance of the Charter School. Pursuant to NRS 386.527, the performance framework is incorporated into this Charter Contract as set forth in the Charter School Performance Framework in Exhibit #1.

11.1.1.1 The Authority may, upon request for a material amendment from the Charter Board, include additional rigorous, valid and reliable performance indicators that are specific to the Mission of the Charter School and complementary to the existing measures.

11.1.1.2 The Charter School Performance Framework shall supersede and replace any and all assessment measures, educational goals and objectives, financial operations metrics, and organizational performance metrics set forth in the approved Charter Application and not explicitly incorporated into the Charter School Performance Framework. The specific terms, form and requirements of the Charter School Performance Framework, including any required indicators, measures, metrics, and targets, are determined by the Authority and will be binding on the Charter School.

11.1.2 According to the Charter School Performance Framework, the Charter School shall annually:

11.1.2.1 Meet or exceed standards on the academic indicators;

11.1.2.2 Demonstrate financial sustainability through meeting standards on the financial indicators;

11.1.2.3 Operate in compliance with the terms and conditions of this Charter Contract; and

11.1.2.4 If applicable, demonstrate sound performance on mission specific indicators.

11.2 **Review**

11.2.1 The Authority shall monitor and periodically report on the Charter School’s progress in relation to the indicators, measures, metrics and targets set out in the Charter School Performance Framework. Such reporting shall take place at least annually.

11.2.2 The Charter School’s performance in relation to the indicators, measures, metrics and targets set forth in the Charter School Performance Framework shall provide the basis upon which the Authority will decide whether to renew the Charter Contract at the end of the term pursuant to NRS 388A.285.

11.2.3 The Parties intend that, where this Charter Contract and the Charter School Performance Framework references or is contingent upon state or federal

Comment [GDO5]: See Section 12.14

Deleted: subject to state and federal accountability laws and policies

accountability laws, that they be bound by any applicable modification or amendments to such laws upon the effective date of said modifications or amendments. The specific terms, form and requirements of the Charter School Performance Framework may be modified or amended to the extent required to align with changes to applicable state or federal accountability requirements, as set forth in law. In the event that any such modifications or amendments are required, the Authority will use best efforts to apply expectations for school performance in a manner consistent with those set forth in the Charter School Performance Framework as initially established in the Charter Contract.

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- 11.2.4 While both parties acknowledge the importance of the Charter School Performance Framework, and the Authority's obligation to consider the Charter School's performance under the Charter School Performance Framework in any decision that results in reconstitution, revocation, or termination of a charter contract, the parties also acknowledge that the Authority may reconstitute the board, revoke the charter, or terminate the charter contract prior to its expiration of a school with acceptable performance under the Charter School Performance Framework if allowed by NRS 386.535.

## Part 12: Contract Construction

### 12.1 Entire Charter Contract

- 12.1.1 The Parties intend this Charter Contract, including all exhibits hereto, to represent a final and complete expression of their agreement, which shall be considered the Charter Contract. All prior representations, understandings and discussions are merged herein, and no course of prior dealings between Parties shall supplement or explain any terms used in this document. The Parties recognize that amendments to this Charter Contract may be approved from time to time hereafter.

Comment [GD06]: NO AGREEMENT

### 12.2 Authority

- 12.2.1 The individual officers, agents and employees of the Parties do hereby individually represent and warrant that they have full power and lawful authority to execute this Charter Contract.

### 12.3 Notice

- 12.3.1 Any notice required, or permitted, under this Charter Contract shall be in writing and shall be effective upon personal delivery, subject to verification of service or acknowledgment of receipt, or three (3) days after mailing when sent by certified mail, postage prepaid to the following:

In the case of State Public Charter School Authority:  
Director  
1749 N. Stewart St, Suite 40  
Carson City, NV 89706

In the case of Charter School:

Nevada Connections Academy  
555 Double Eagle Ct #2000, Reno, NV 89521

12.4 **Waiver**

12.4.1 The Parties agree that no assent, express or implied, to any breach by either of them of any one or more of the covenants and agreements expressed herein shall be deemed or taken to constitute a waiver of any succeeding or other breach.

12.5 **Non-Assignment**

12.5.1 Neither party to this Charter Contract shall assign or attempt to assign any rights, benefits, or obligations accruing to the party under this Charter Contract unless the other party agrees in writing to any such assignment.

12.6 **Applicable Law**

12.6.1 This Charter Contract shall be governed by and construed in accordance with the laws of the State of Nevada, including all requirements imposed by regulation and Authority policy adopted as required by law, and all applicable federal laws of the United States.

12.6.2 The Parties intend that, where this Charter Contract references federal or state laws, they be bound by any amendments to such laws upon the effective date of such amendments.

12.7 **Material Amendments**

12.7.1 Material amendments require Authority approval. Pursuant to NRS 386.527 any material amendment to this Charter Contract will be effective only if approved in writing by the Authority. The proposed amendment must be submitted in a manner consistent with applicable law and regulation and defined in the Operations Manual. A material amendment shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority. Changes in operation that are considered material and require the Charter School to obtain an amendment to this Charter Contract include, but are not limited to, the following:

- 12.7.1.1 ;
- 12.7.1.2 Change in the Charter School's location (change of site and/or adding or deleting sites) (see 1.7.4);
- 12.7.1.3 Changes to the Mission Statement (see 2.2.1);
- 12.7.1.4 Elimination of a grade level served or expansion to serve a grade level not served (see 2.3.3);
- 12.7.1.5 More than 10% annual increase or decrease in total enrollment pursuant

Comment [GDO7]: Mirrors 1.4.3

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to 2.3.3 of this Charter Contract;

12.7.1.6 Changes to the name of the Charter School;

12.7.1.7 Entering into a contract with an Educational Management Organization or terminating a contract with an Educational Management Organization pursuant to 2.10.2.4 of this Charter Contract;

12.7.1.8 Changes to the Mission Specific indicators (see 11.1.1.1);

12.7.1.9 Changes to pupil transportation plans (see 2.13.2).

**12.8 Non-Material Change - Notification Required**

12.8.1 Changes to this Charter Contract listed below do not require amendment as described in NRS 386.527; rather, such changes shall be accomplished through written notification. Changes requiring notification include, but are not limited to:

12.8.1.1 Mailing address, phone and fax number of the Charter School;

12.8.1.2 Changes in the lead administrator of the Charter School;

12.8.1.3 Changes in the composition of the Charter Board (see 1.5.5.2);

12.8.1.4 Changes to the Bylaws and/or Articles of Incorporation (see 1.5.5.1); and

**12.9 Other Changes – Determination as Material or Non-Material, Requiring Notification or Not.**

12.9.1 The Charter School may, from time to time, contemplate a change to the Charter School that is not identified within this Charter Contract as a Material Amendment or as a Non-Material Change that requires notification. In such an event, the Charter School is obligated to request, in writing, the determination of the Authority as to whether or not such a change requires a Material Amendment (12.7) or Notification (12.8).

**12.10 Severability**

12.10.1 The provisions of this Charter Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition, and the remainder of the Charter Contract shall remain in effect unless otherwise terminated by one or both of the Parties.

**12.11 Third Parties**

12.11.1 This Charter Contract shall not create any rights in any third parties who have not entered into this Charter Contract; nor shall any third party be entitled to enforce any rights or obligations that may be possessed by either party to this Charter Contract.

**12.12 Counterparts; Signatures**

12.12.1 The Charter Contract may be signed in counterparts, which shall together constitute the original Charter Contract. Signatures received by facsimile or email by either of the Parties shall have the same effect as original signatures.

**12.13 Material Breach**

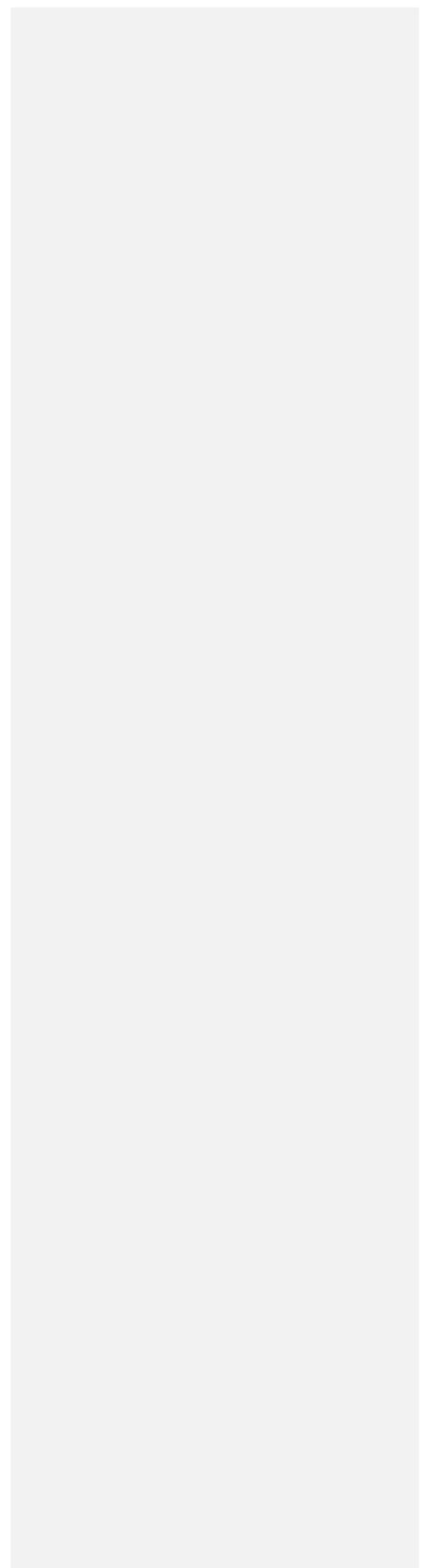
12.13.1 A material breach is defined as a violation of this Charter Contract which is

substantial and significant as determined by the Authority. A Charter School may petition a court for a review of the Authority's determination of materiality under this section.

12.14 **Contract Does Not Affect Rights Under NRS 233B.**

This Charter Contract shall not waive any rights or obligations of the Parties under NRS 233B, nor shall it grant any new rights or expand any existing rights or obligations under that section.

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## Signature Page

IN WITNESS WHEREOF, the Parties have executed this Charter Contract:

\_\_\_\_\_  
President, Charter School Governing Body

Please print your name: \_\_\_\_\_

Date: \_\_\_\_\_

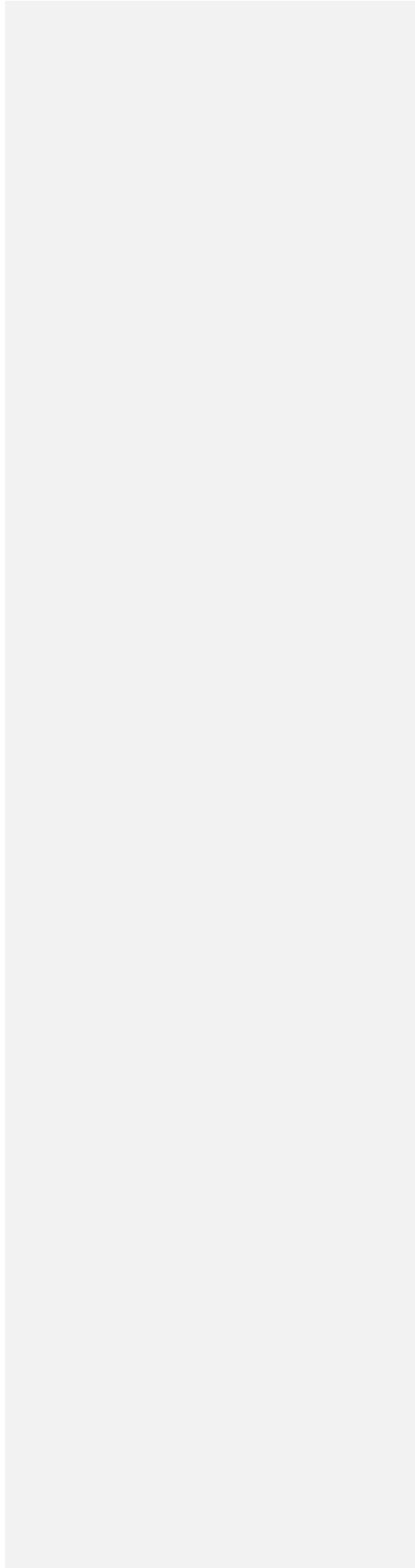
\_\_\_\_\_  
Chair, State Public Charter School Authority

Please print your name: \_\_\_\_\_

Date: \_\_\_\_\_

# **EXHIBIT #1**

## **Charter School Performance Framework**



## **EXHIBIT #2**

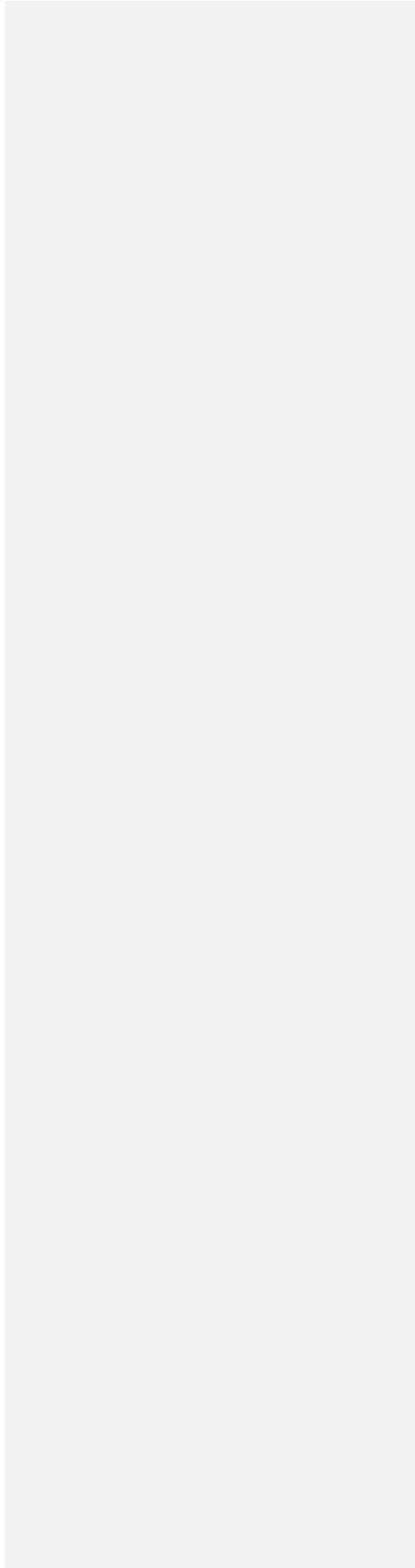
### **Articles of Incorporation, if applicable**

Not Applicable

**EXHIBIT #3**

**Charter Application**

On File at SPCSA



## **EXHIBIT #4**

### **Pre-Opening Conditions**

Not Applicable